

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 59	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-C-17-040				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5. ISSUED BY CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CPOD		6. ADMINISTERED BY (if other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  GREAT LAKES ENVIRONMENTAL CENTER, INC. Attn: William J Arnold 739 HASTINGS STREET TRAVERSE CITY MI 496863458				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 800884181		FACILITY CODE					
11. SHIP TO/MARK FOR CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268		CODE CPOD		12. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711		CODE RTP FMC	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT						\$1,934,955.00	

  

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE			
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>SOL-CI-17-00032</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) <u>Robin A. Silva-Wilkinson, Vice President</u>		20A. NAME OF CONTRACTING OFFICER <u>Donna Reinhart</u>	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED <u>8/23/17</u>	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED <u>8/23/17</u>
BY <u>Robin A. Silva-Wilkinson</u> (Signature of person authorized to sign)		BY <u>Donna Reinhart</u> (Signature of the Contracting Officer)	

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NAME OF OFFEROR OR CONTRACTOR

GREAT LAKES ENVIRONMENTAL CENTER, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: 800884181 Max Expire Date: 07/31/2023 FOB: Destination Period of Performance: 08/01/2017 to 07/31/2023  BASE PERIOD- Contract Ceiling and Funding Requisition No: PR-OW-17-00437, PR-OW-17-00527, PR-OW-17-00528  Accounting Info: 17-18-B-40DC31A-201B53X29-2505-1740SRE039-002 BFY: 17 EFY: 18 Fund: B Budget Org: 40DC31A Program (PRC): 201B53X29 Budget (BOC): 2505 DCN - Line ID: 1740SRE039-002 Funding Flag: Partial Funded: \$80,000.00 Accounting Info: 16-E3D-40DC-201B81-2505-1740SRE043-001 BFY: 16 Fund: E3D Budget Org: 40DC Program (PRC): 201B81 Budget (BOC): 2505 DCN - Line ID: 1740SRE043-001 Funding Flag: Partial Funded: \$579,808.23 Accounting Info: 16-E3-40DC-201B81-2505-1740SRE044-001 BFY: 16 Fund: E3 Budget Org: 40DC Program (PRC): 201B81 Budget (BOC): 2505 DCN - Line ID: 1740SRE044-001 Funding Flag: Partial Funded: \$800,000.00				
0002	BASE PERIOD - LOE hours in accordance with PWS Obligated Amount: \$0.00	12900	HR	0.00	0.00
0003	BASE PERIOD- Optional Contract Ceiling and Funding (Option Line Item) 11/01/2017				623,212.00
0004	BASE PERIOD - Optional LOE hours in accordance with PWS (Option Line Item) 11/01/2017	6500	HR	0.00	0.00
1001	OPTION PERIOD 1- Contract Ceiling and Funding (Option Line Item) 08/01/2018				1,861,602.00
1002	OPTION PERIOD 1 - LOE hours in accordance with PWS Continued ...	12900	HR	0.00	0.00



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NAME OF OFFEROR OR CONTRACTOR

GREAT LAKES ENVIRONMENTAL CENTER, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 08/01/2018				
1003	OPTION PERIOD 1- Optional Contract Ceiling and Funding (Option Line Item) 08/01/2018				635,445.00
1004	OPTION PERIOD 1 - Optional LOE hours in accordance with PWS (Option Line Item) 08/01/2018	6500	HR	0.00	0.00
2001	OPTION PERIOD 2- Contract Ceiling and Funding (Option Line Item) 08/01/2019				1,893,010.00
2002	OPTION PERIOD 2 - LOE hours in accordance with PWS (Option Line Item) 08/01/2019	12900	HR	0.00	0.00
2003	OPTION PERIOD 2- Optional Contract Ceiling and Funding (Option Line Item) 08/01/2019				647,979.00
2004	OPTION PERIOD 2 - Optional LOE hours in accordance with PWS (Option Line Item) 08/01/2019	6500	HR	0.00	0.00
3001	OPTION PERIOD 3- Contract Ceiling and Funding (Option Line Item) 08/01/2020				1,347,822.00
3002	OPTION PERIOD 3 - LOE hours in accordance with PWS (Option Line Item) 08/01/2020	8900	HR	0.00	0.00
3003	OPTION PERIOD 3- Optional Contract Ceiling and Funding Continued ...				604,657.00

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NAME OF OFFEROR OR CONTRACTOR

GREAT LAKES ENVIRONMENTAL CENTER, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 08/01/2020				
3004	OPTION PERIOD 3 - Optional LOE hours in accordance with PWS (Option Line Item) 08/01/2020	6500	HR	0.00	0.00
4001	OPTION PERIOD 4- Contract Ceiling and Funding (Option Line Item) 08/01/2021				1,269,638.00
4002	OPTION PERIOD 4 - LOE hours in accordance with PWS (Option Line Item) 08/01/2021	8900	HR	0.00	0.00
4003	OPTION PERIOD 4- Optional Contract Ceiling and Funding (Option Line Item) 08/01/2021				617,810.00
4004	OPTION PERIOD 4 - Optional LOE hours in accordance with PWS (Option Line Item) 08/01/2021	6500	HR	0.00	0.00
5001	OPTION PERIOD 5- Contract Ceiling and Funding (Option Line Item) 08/01/2022				1,296,085.00
5002	OPTION PERIOD 5 - LOE hours in accordance with PWS (Option Line Item) 08/01/2022	8900	HR	0.00	0.00
5003	OPTION PERIOD 5- Optional Contract Ceiling and Funding (Option Line Item) 08/01/2022				631,281.00
5004	OPTION PERIOD 5 - Optional LOE hours in accordance with PWS Continued ...	6500	HR	0.00	0.00

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NAME OF OFFEROR OR CONTRACTOR  
GREAT LAKES ENVIRONMENTAL CENTER, INC.

NAME OF OFFEROR OR CONTRACTOR  
GREAT LAKES ENVIRONMENTAL CENTER, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 08/01/2022				

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**SECTION A - Solicitation/Contract Form**

A-1 Clauses

There are no clauses in this section.

**SECTION B - Supplies or Services/Prices****B-1 Clauses****B-2 EPAAR 1552.211-73 LEVEL OF EFFORT-COST-REIMBURSEMENT CONTRACT. (MAY 2016)**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Contractor shall provide up to 12,900 direct labor hours for the base period. The Government's best estimate of the level of effort to fulfill these requirements is provided for advisory and estimating purposes. The Government is only obligated to pay for direct labor hours ordered and corresponding fixed fee for labor hours completed.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers, and not support personnel such as company management or data entry/word processing/accounting personnel even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) of this section includes Contractor, subcontractor, and consultant non-support labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The downward adjustment will reduce the fixed fee by the percentage by which the total expended level of effort is less than 100% of that specified in paragraph (a). (For instance, if a hypothetical base-period LOE of 100,000 hours is being reduced to 70,000, the fixed fee shall also be reduced by the same 30%. Using a corresponding hypothetical base-period fixed fee pool of \$300,000, the reduced fixed-fee amount is calculated as:  $\$300,000 \times (70,000 \text{ hours} / 100,000 \text{ hours}) = \$210,000$ .)

(d) The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any.

(e) If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in paragraphs (c) and (d) of this section means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in paragraphs (c) and (d) means "base fee and award fee."

(f) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(g) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(End of clause)

**B-3 EPAAR 1552.211-74 WORK ASSIGNMENTS. (DEC 2014) - ALTERNATE III (DEC 2014)**

(a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment may include (1) a numerical designation, (2) approved workplan labor hours or an estimated initial level of effort provided in accordance with 1511.011-74, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin working on a work plan immediately upon receipt of a work assignment. Within 20 calendar days after receipt of a work assignment, the Contractor shall submit 1 copies of a work plan to the Contract-level Contracting Officer's Representative and 1 copies to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within 15 calendar days after receipt of the work plan, the Contracting Officer will

provide written approval or disapproval of it to the Contractor. The Contractor is not authorized to start work without an approved work plan unless approved by the Contracting Officer or otherwise specified. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest (COI) certification.

Before submitting the COI certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief that all actual or potential organizational COIs have been reported to the Contracting Officer, or that to the best of the Contractor's knowledge and belief, no actual or potential organizational COIs exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational COIs to the Contractor. The COI certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential COI arising during performance of this work assignment.

(End of clause)

#### B-4 Local Clauses EPA-B-16-102 ESTIMATED COST AND FIXED FEE

- (a) The estimated cost of this contract is (b)(4)
- (b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is \$1,934,955.00.

#### B-5 Local Clauses EPA-B-32-101 LIMITATION OF FUNDS NOTICE

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Pursuant to clause 52.232-22/Limitation of Funds, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through 3/20/2018.

(b) When the contract is fully funded as specified in clause EPA-B-16-102/ Estimated Cost and Fixed Fee, then clause 52.232-20/Limitation of Cost shall become applicable.

(c) Recapitulation of Funds will be updated through modifications.

## SECTION C - Description/Specifications

### C-1 Clauses

#### C-2 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at [www.epa.gov/accessibility](http://www.epa.gov/accessibility).

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://www2.epa.gov/irmpoli8/current-information-directives>.

(End of clause)

#### C-3 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the performance work statement included in Attachment 1. Work will be ordered against the subject performance work statement through Contracting Officer issuance of work assignments.

#### C-4 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated June 2, 2017, which is incorporated by reference.



**SECTION D - Packaging and Marking**

D-1 Clauses

There are no clauses in this section.

**SECTION E - Inspection and Acceptance**

## E-1 Clauses

E-2 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E-3 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

The Contractor shall comply with the higher-level quality standard selected below.

	Title	Number	Date	Tailoring
[x]	Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-Award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

Documentation	Specifications
[x] Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
[] Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2)[dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA/R) [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan For the Entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]
[] Other Equivalent	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe its plan for covering the costs associated with required

documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-Award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

C.	Documentation	Specification	Due After
<input type="checkbox"/>	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Award of Contract
<input type="checkbox"/>	Joint Quality Management Plan/Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01] and EPA Requirements for Quality Assurance Project Plans (QA-R-5) [dated 03/20/02]	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of Contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan For the entire Program (contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Award of Contract
<input checked="" type="checkbox"/>	Quality Assurance Project Plan for each Applicable project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of statement of work for the applicable project
<input type="checkbox"/>	Project-specific Supplement to Programmatic Quality Assurance Project Plan For each applicable Project.	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Issuance of statement of work for the applicable project
<input type="checkbox"/>	Other Equivalent	<input type="checkbox"/> award of contract	<input type="checkbox"/> issuance of statement of work For the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has

approved the quality documentation. (Note: Statement of Work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

## **SECTION F - Deliveries or Performance**

### **F-1 Clauses**

F-2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F-3 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

(End of clause)

F-4 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

(End of clause)

F-5 EPAAR 1552.211-78 ADVISORY AND ASSISTANCE SERVICES. (JUL 2016)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Contracting Officer's Representative (COR) and the COR's office identification and location; and (f) date of report.

(End of clause)

F-6 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from effective date of contract award through 07/31/2018 inclusive of all required reports.

## SECTION G - Contract Administration Data

### G-1 Clauses

#### G-2 EPAAR 1552.216-74 PAYMENT OF FEE. (MAY 1991)

(a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

(End of clause)

#### G-3 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

## INVOICE PREPARATION INSTRUCTIONS

### SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

### SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive

payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in **Date of Delivery or Service** above.



## INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

### SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

**Other Direct Costs** - identify by item the quantities, unit prices, and total dollars billed.

**Consultants** - by consultant, detailed supporting schedules of each element of cost.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## **SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS**

The following backup information is required as an attachment to the invoice as shown by category of cost:

**Direct Labor** - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

**Subcontracts** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

**Other Direct Costs** - identify by item the quantities, unit prices, and total dollars billed.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Consultants** - by consultant, detailed supporting schedules of each element of cost.

**Contractor Acquired Equipment** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative

costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.

- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

(End of clause)

#### G-4 EPAAR 1552.242-70 INDIRECT COSTS. (APR 1984)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: Environmental Protection Agency, Chief, Cost Policy and Rate Negotiation Branch (3804F), Cost Advisory and Financial Analysis Division, Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	Period	Rate	Base
(b)(4)	Life of the contract	(b)(4)	(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	Period	Rate	Base
(b)(4)	Life of the contract	(b)(4)	(b)(4)
Environmental Scientist P3	(b)(4)	Capped labor Rate as follows:	
Base Period	(b)(4)		
Option Period 1			
Option Period 2			
Option Period 3			
Option Period 4			
Option Period 5			

(End of clause)

G-5 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

#### Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

#### 2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.



c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

### 3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

### 5. Records of Government Property.

- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main



component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

#### G-6 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: as identified in applicable work assignments.

(End of clause)

#### G-7 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Derek Losh (CL-COR)

USEPA

26 West Martin Luther King Drive

Mail Code: 140

Cincinnati OH 45268

Email: [losh.derek@cpa.gov](mailto:losh.derek@cpa.gov)

Phone: (513)569-7512

Jillian Toothman (Alternate CL-COR)

USEPA

26 West Martin Luther King Drive

Mail Code: 140

Cincinnati OH 45268

Email: [toohman.jillian@cpa.gov](mailto:toohman.jillian@cpa.gov)

Phone: (513)569-7393

Contracting Officials responsible for administering this contract are as follows:

Noelle Mills (Contracting Officer)

USEPA

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G-8 Local Clauses EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

(a) The Work Assignment COR referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)", is the individual authorized by the Contracting Officer on an individual Work Assignment to:

- (1) receive Work Assignment deliverables;
- (2) receive copies of monthly progress reports specific to the Work Assignment for which the Work Assignment COR is authorized;
- (3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Work Assignments for which he/she is cognizant; and
- (4) provide technical direction on those Work Assignments subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

G-9 Local Clauses EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

Ms. Tina Harrison,  
U.S. EPA  
1200 Pennsylvania Avenue, NW (M/C 3204R)  
Washington, D.C. 20460  
Email: [Harrison.tina@cpa.gov](mailto:Harrison.tina@cpa.gov)  
Phone: 202-564-1095

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

## SECTION H - Special Contract Requirements

### H-1 Clauses

H-2 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

H-3 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue NW., Washington, DC 20460, or by accessing the OIG Web site at: <http://www.epa.gov/oig/hotline.html>.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and has provided instructions that encourage employees to make such reports.

(End of clause)

H-4 EPAAR 1552.208-70 PRINTING. (SEP 2012)

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000

copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives 1) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(e) *Violations.* The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause.* The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

H-5 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) - ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

H-6 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-7 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE V  
(HEADQUARTERS SUPPORT) (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The contractor, during the life of this contract and for a period of five (5) years following the completion of the last exercised option period, will be ineligible to enter into business or financial relationships which would support or affect any efforts to contest, oppose, or influence the contents of regulations, policies, limitations, standards, or criteria relating to the Unregulated Contaminant Monitoring Regulation (UCMR), Safe Drinking Water Act (SDWA), and the Clean Water Act (CWA). This implementation would apply to work assignments issued under this contract, for which the contractor has provided, is providing, or is preparing to provide technical and administrative support to the Agency, unless it receives prior written authorization from the EPA CO.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

H-8 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT.  
(APR 1984)

The Government has the option to extend the term of this contract for 5 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this

option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 12,900 direct labor hours for the first and second option period and 8,900 direct labor hours for the third, fourth and fifth option periods. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base period and option periods:

Period	Start Date	End Date
Base Period	effective date	07/31/2018
Option Period 1	8/01/2018	07/31/2019
Option Period 2	8/01/2019	07/31/2020
Option Period 3	8/01/2020	07/31/2021
Option Period 4	8/01/2021	07/31/2022
Option Period 5	8/01/2022	07/32/2023

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort
Option Period 1	12,900
Option Period 2	12,900
Option Period 3	8,900
Option Period 4	8,900
Option Period 5	8,900

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

	Option 1	Option 2	Option 3	Option 4	Option Period 5
Estimated cost	(b)(4)				
Fixed fee					
Total CPFF	\$1,861,602.00	\$1,893,010.00	\$1,347,822.00	\$1,269,638.00	\$1,296,085.00

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows: Not applicable

(End of clause)

#### H-9 EPAAR 1552.217-73 OPTION FOR INCREASED QUANTITY-COST-TYPE CONTRACT. (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by 6,500 direct labor hours during the base period, and each option period. The Government may issue a maximum of 10 orders to increase the level of effort in blocks of 650 hours during any given period. Multiple blocks of hours may be issued in a contract modification, if needed. The estimated cost and fixed fee of each block of hours is as follows:

Period	Level of Effort
Base Period	6,500
Option Period 1	6,500
Option Period 2	6,500
Option Period 3	6,500
Option Period 4	6,500
Option Period 5	6,500

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.



	Base Period	Option 1	Option 2	Option 3	Option 4	Option 5
Estimated Cost	(b)(4)					
Fixed Fee						
Total	\$62,321.20	\$63,544.50	\$64,797.90	\$60,465.70	\$61,781.00	\$63,128.10

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows: Not applicable

(End of clause)

#### H-10 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

#### H-11 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.



(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

(End of clause)

H-12 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY.  
(APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

H-13 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the confidential information only under the following conditions:

(1) The Contractor and Contractor's Employees shall: (i) use the confidential information only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of confidential information are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(4) The Contractor shall not use any confidential information supplied by EPA or obtained during performance hereunder to compete with any business to which the confidential information relates.

(b) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of confidential business information by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded, pursuant to this contract, that require the furnishing of confidential business information to the subcontractor.

(End of clause)

H-14 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

#### H-15 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

H-16 EPAAR 1552.237-70 CONTRACT PUBLICATION REVIEW PROCEDURES. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Contracting Officer's Representative will notify the Contractor of review completion within five (5) calendar days after the Contractor's transmittal to the Contracting Officer's Representative of material generated under this contract. If the Contractor does not receive Contracting Officer's Representative notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Contracting Officer's Representative, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Contracting Officer's Representative, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

H-17 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

*Contracting officer technical representative (COTR)*, means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

*Task order*, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H-18 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager P-4: (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

#### H-19 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

(End of clause)

#### H-20 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.



(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 5 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

#### H-21 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.

10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.

12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

#### H-22 Local Clauses EPA-H-15-101 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

#### H-23 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

#### H-24 Local Clauses EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

#### H-25 Local Clauses EPA-H-28-102 MINIMUM INSURANCE REQUIREMENTS

As described in FAR 52.228-7, the following are the minimum amounts of insurance required under the contract:

Workers compensation and employer's liability- \$1,000,000

Comprehensive general liability- \$1,000,000



Comprehensive automobile liability- \$1,000,000

#### H-26 Local Clauses EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

#### H-27 Local Clauses EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained **To be identified in applicable work assignments.**

(2) Description of circumstances necessitating the training. **To be identified in applicable work assignments.**

(3) Estimated cost **To be identified in applicable work assignments.**

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

#### H-28 Local Clauses EPA-H-31-106 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

#### H-29 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

End of clause

## SECTION I - Contract Clauses

### I-1 Clauses

I-2 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-3 FAR 52.203-3 GRATUITIES. (APR 1984)

I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-7 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-9 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)

I-11 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (OCT 2015)

#### (a) Definition.

*United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

#### (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

EPA Hotline Poster may be obtained from: <http://www.epa.gov/oig/hotline/html> or write to EPA Office of Inspector General ATTN: OIG Hotline (2443) 1200 Pennsylvania Avenue, NW Washington, DC 20460

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-12 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

I-13 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION. (JAN 2017)

I-14 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-15 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)

I-16 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)

I-17 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)

I-18 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-19 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I-20 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-21 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-22 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-23 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)

I-24 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)

I-25 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I-26 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I-27 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I-28 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010) - ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide information described below: Attachment 9 - Cost Proposal Instructions

(End of clause)

I-29 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I-30 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

I-31 FAR 52.216-8 FIXED FEE. (JUN 2011)

I-32 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days before the end of the performance period.

(End of clause)

I-33 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-34 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2011)

I-35 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)

I-36 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) *Definitions.* As used in this clause-

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [X] is, [ ] is not a small business concern under NAICS Code 541620 assigned to contract number EP-C-17-040.

(End of clause)

I-37 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I-38 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-39 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)

I-40 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I-41 FAR 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

I-42 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.



(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-43 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-44 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (FEB 2016)

I-45 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-46 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)

I-47 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits
30090 Environmental Technician GS-7	See: SCA Directory of Occupations U.S. Department of Labor - Employment Standards Administration at URL: <a href="http://www.dol.gov/whd/regs/compliance/web/index.htm">http://www.dol.gov/whd/regs/compliance/web/index.htm</a>

(End of clause)

I-48 FAR 52.222-49 SERVICE CONTRACT LABOR STANDARDS-PLACE OF PERFORMANCE UNKNOWN. (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage

determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by fifteen (15) days of the issuance of this solicitation.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

I-49 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

I-50 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)

I-51 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)

I-52 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-53 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

(a) *Definitions.* As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the EPA Contracting Officer.

(End of clause)

I-54 FAR 52.223-13 ACQUISITION OF EPEAT(R)-REGISTERED IMAGING EQUIPMENT. (JUN 2014)

(a) *Definitions.* As used in this clause-

*Imaging equipment* means the following products:

(1) *Copier*-A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator*-A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)*-A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine*-A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)*-A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from single-sheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer*-A commercially available imaging product that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers, or other input devices (e.g., digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner*-A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see [www.epa.gov/epeat](http://www.epa.gov/epeat).

(End of clause)

I-55 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I-56 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-57 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-58 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-59 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-60 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

I-61 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014) - ALTERNATE III (DEC 2007)

I-62 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-63 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-64 FAR 52.232-17 INTEREST. (MAY 2014)

I-65 FAR 52.232-20 LIMITATION OF COST. (APR 1984)

I-66 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I-67 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-68 FAR 52.232-25 PROMPT PAYMENT. (JAN 2017)

I-69 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-70 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-71 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-72 FAR 52.233-1 DISPUTES. (MAY 2014) - ALTERNATE I (DEC 1991)

I-73 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-74 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-75 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-76 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-77 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-78 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-79 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-80 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)

I-81 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(a) *Definitions.* As used in this clause-

*Approved purchasing system* means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

*Consent to subcontract* means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

*Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: None

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the

simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **The Cadmus Group, Inc. and Eastern Research Group Inc. (ERG)**

(End of clause)

I-82 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-83 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JAN 2017)

I-84 FAR 52.245-1 GOVERNMENT PROPERTY. (JAN 2017)

I-85 FAR 52.245-9 USE AND CHARGES (APR 2012)

I-86 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-87 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the U.S. EPA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract EP-C-17-040. This may be confirmed by contacting the EPA Contracting Officer.

(End of clause)

I-88 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT. (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

U.S. Environmental Protection Agency, Cincinnati Procurement Operations Division, Mail Stop: NWD-001, 26 W. Martin Luther King Drive Cincinnati, Ohio 45268

(End of clause)

I-89 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-90 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-91 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/?q=browscfar> A copy of the EPA Acquisition Regulations (EPAAR) can be obtained as follows: 1. Go to <http://www.epa.gov/contracts/federal-procurement-regulations-and-resources> and select EPAAR

(End of clause)

I-92 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I-93 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

## **SECTION J - List of Documents, Exhibits and Other Attachments**

### **J-1 List of Documents, Exhibits, and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>
1	Performance Work Statement (PWS)	06/23/2017
2	Reports of Work	06/23/2017
3	Labor Classification Standards	06/23/2017
4	Quality Assurance Surveillance Plan	06/23/2017
5	Conflict of Interest Plan	06/23/2017
6	Wage Determinations	06/23/2017



## **SECTION K - Representations, Certifications, and Other Statements of Bidders**

### **K-1 Reference Statement**

The Representations, Certifications, and other Statements of Offerors completed by the contractor as part of the response to the RFP SOL-CI-17-00032 are incorporated by reference.

## **ATTACHMENT 1 PERFORMANCE WORK STATEMENT**

### **Technical Support for Implementation of the Unregulated Contaminant Monitoring Rule and Drinking Water Standards Development**

#### **1.0 Background**

The United States Environmental Protection Agency's (EPA), Office of Water (OW), Office of Ground Water and Drinking Water (OGWDW), is responsible for implementing the provisions of the Safe Drinking Water Act (SDWA) section 1445(a)(2), "Monitoring Program for Unregulated Contaminants." This section, as amended in 1996, requires that once every five years, the EPA issue a new list of no more than 30 unregulated contaminants to be monitored by public water systems (PWSs). This Unregulated Monitoring Rule (UCMR) requires PWSs to collect occurrence data for contaminants that may be present in drinking water but are not yet subject to the EPA's drinking water standards set under the SDWA. This rule benefits public health by providing the EPA and other interested parties with scientifically valid data on the national occurrence of selected contaminants in drinking water. This dataset is one of the primary sources of information on occurrence, levels of exposure, and population exposure the Agency uses to develop regulatory decisions for contaminants in the public drinking water supply.

The SDWA requires that the EPA (1) have direct implementation responsibilities (with state assistance through Partnership Agreements); (2) enter the monitoring data into the Agency's publically available National Contaminant Occurrence Database; and (3) ensure that systems serving a population larger than 10,000 people, as well as a nationally representative sample of PWSs serving 10,000 or fewer people, are required to participate in the monitoring program. EPA must also vary the frequency and schedule for monitoring based on the number of persons served, the source of supply and the contaminants likely to be found.

The final UCMR 4 (<https://www.epa.gov/dwucmr/fourth-unregulated-contaminant-monitoring-rule>) identifies eleven analytical methods to support water system monitoring for a total of 30 chemical contaminants, consisting of nine cyanotoxins and one cyanotoxin group; two metals; eight pesticides plus one pesticide manufacturing byproduct (hereinafter collectively referred to as "pesticides"); three brominated haloacetic acid disinfection byproducts groups; three alcohols; and three semivolatile organic chemicals.

#### **2.0 Purpose**

The purpose of this acquisition is to establish an on-going contracting mechanism in OGWDW to support Standards and Risk Management Division (SRMD) with both specific programmatic needs and evolving Agency policies and programs. The resulting contract may be used, with OGWDW's permission, by related

organizations in OW and other parts of the EPA, when those organizations require technical support within the scope of this Performance Work Statement (PWS).

The contractor shall conduct studies of a technical, scientific, engineering, or statistical nature and provide logistical and administrative support in accordance with specific written work assignments to support the Agency's development of drinking water regulations, future regulatory and programmatic decisions, and implementation of the EPA policies and programs. The services to be performed are limited to technical, analytical, and logistical support efforts which are within this PWS. The contractor shall not engage in activities of an inherently governmental nature.

The contractor shall supply all necessary labor, materials, equipment, and facilities in providing technical support for the program areas listed herein, and as further specified by written work assignments issued by the EPA Contracting Officer (CO). The contractor shall perform multiple work assignments concurrently, and at times the work assignments will require quick response.

Each initial deliverable shall be provided to the EPA Work Assignment Contracting Officer's Representative (WACOR) and the EPA Contract Level Contracting Officer's Representative (CLCOR) in draft form for review and comment. The contractor shall incorporate procedures to ensure that these drafts: 1) completely document the methodologies, 2) use appropriate assumptions and data, 3) are accurate and complete, and 4) are as specified in the work assignment or written technical directions before providing them to the EPA. The contractor shall incorporate WACOR review comments into revisions of the drafts. All drafts and final reports shall be reviewed by the WACOR. The CLCOR or WACOR reviews all contractor analyses and makes final determinations with regard to program objectives and the content of Agency regulations and policy development.

The contractor shall also provide support for development of standards, criteria, and program mandates being considered by the Agency relative to the requirements of the SDWA Amendments and other statutes (e.g., Small Business Regulatory Enforcement and Fairness Act [SBREFA], Unfunded Mandates Reform Act [UMRA]) already in place. The CLCOR and/or WACOR will review the information for technical soundness and adherence to Agency policy. The contractor shall provide technical support for environmental and analytical chemistry, statistics, engineering, hydrology, hydrogeology, public health and risk assessment, system analysis, cost and benefit assessment, data management, Geographical Information Systems (GIS), and microbiology relating to the requirements of the SDWA Amendments and other related mandates, including SBREFA and UMRA.

The contractor shall provide comprehensive support for implementation of the UCMR, as further outlined in this PWS.

### **3.0 Performance Work Statement (PWS)**

Work under this contract will be limited to the activities described in this section.

### **3.1 Assist with Design of UCMR Monitoring Plans and Coordinate Plan Review**

The contractor shall develop preliminary monitoring plans (MPs) and submit them to the EPA. An MP identifies those public water systems, within a specific State, Territory, or Tribe, that are required to participate in the UCMR program. These MPs will include proposed monitoring schedules for the public water systems. The MPs shall correspond with the sampling objectives declared in the final UCMR. The MPs are anticipated to include:

- 3.1.1** Small public water systems (serving < 10,000 individuals) that have been selected within a State, Territory, or Tribe as part of a nationally representative sample (approximately 800 small public water systems).
- 3.1.2** All large public water systems (serving > 10,000 individuals), comprising a national census (approximately 4,200 large public water systems).

Selection of public water systems for UCMR may take into consideration their characteristics, such as population served (weighted by category—up to 500, 501-3,300, 3,301-10,000), water source type (surface water or ground water), disinfection practice, geographic location, and hydrogeology. The contractor shall stratify and subsequently group these public water systems into similar classifications based upon these characteristics, and then select a representative sample from these groupings.

The contractor shall also coordinate finalizing MPs after State, Territory, or Tribe review (where required) and revise the MPs accordingly, with input from the EPA. The contractor shall coordinate the distribution and review of the initial MPs by verifying, through direct contact with both the State/Territory/Tribe and the respective EPA Regional Office, the MPs have been received, and they are being reviewed within specified time allowances. This may involve working either through the EPA Regional Office or, at the Region's discretion, communicating directly with the representative of the State, Territory, or Tribe. The contractor shall inform the State, Territory, or Tribe of the voluntary review requirements and, on an on-going basis, consult with these entities, as well as the CLCOR or WACOR, on the status of their review(s). The EPA will provide the contractor with further technical direction related to the specific factors that the State, Territory, or Tribe should consider in conducting the MPs reviews.

### **3.2 Coordinate the Preparation and Distribution of UCMR Sample Collection Kits for Selected Small Public Water Systems**

The contractor shall be responsible for preparing sample collection kits for all small public water systems (serving < 10,000 individuals) selected to participate in the UCMR. The sample collection kits shall have appropriately-labeled sample bottles, each containing preservatives as specified in the respective methodologies. These kits must be of a durable construction designed to securely hold the prescribed sample bottles, along with other necessary sampling equipment, and must be thermally

insulated to maintain a temperature within the range defined by the applicable analytical method criteria. Sampling kits must comply with Department of Transportation (DOT) requirements for packing, labeling, and shipping. The contractor shall ship these kits to the selected public water systems approximately 2-3 weeks prior to the scheduled sampling week, ensuring that the kits contain the necessary sampling and shipping instructions for public water systems' sampling personnel. It is also critical that these kits contain sufficient "blue ice" chemical cold packs to adequately maintain sample temperature in the method-defined range.

It is critically important to include completed priority overnight-delivery air bills in the sample collection kits, assigning delivery to an EPA-designated contract laboratory and assigning, with name and address, the respective small public water system as the sender. The contractor must also specify its shipping account information in the air bill. The contractor shall be responsible for maintaining and updating, as required, a list of sampler contact information for each selected small public water systems.

Detailed and specific sampling and shipping instructions shall be prepared and provided in each sample collection kit for water sampling personnel. In the event the sampler neglects to collect the scheduled samples, the contractor must resolve the issue by contacting all responsible parties and arranging for subsequent sample collection. The contractor may be tasked with preparing additional training materials for sample collection based upon developing needs. It is critical that samplers are fully informed about the responsibilities of sampling in order to minimize the need for sample recollection.

When a problem is encountered (e.g., failed sample shipping temperature criteria, broken sample bottles, laboratory quality control failure without the possibility of re-analysis, etc.), the contractor shall coordinate a date with the small public water system for recollection of the required samples, and send a resample kit within five (5) working days of notification by the EPA WACOR of sample failure. The contractor shall also notify the designated EPA contract laboratory that a resample has been scheduled.

### **3.3 Provide Outreach Support to the UCMR Implementation Effort**

The contractor shall staff a UCMR implementation support message center. This will require the contractor to establish a toll free number which will instruct callers to leave a detailed message that will result in a response within 24 hours. This message center will need to be staffed by individuals with a comprehensive knowledge of the UCMR regulatory requirements. All calls must be categorized and tracked such that the identity and location of the callers, along with any trends, can be tracked and reviewed. The contractor must also summarize the caller's inquiry and subsequent dialogue and prepare a frequently asked questions (FAQs) document. Many callers will require assistance with sample location identification and schedule management. Therefore, the contractor shall be prepared to provide assistance to water systems trying to review and update information in EPA's web-based Safe Drinking Water Accession and Review System (SDWARS).

The contractor may also be tasked with providing outreach support and outreach materials. This may include, but is not limited to, preparing articles, presentations, or information packets that may need to be distributed to the regulated community upon receiving subsequent EPA technical direction.

### **3.4 Collect and Track Data for the UCMR Program**

The contractor shall provide assistance in collecting and tracking information in support of the UCMR. The contractor shall utilize a database, EPA's web-based SDWARS, to track data in support of the UCMR. The contractor shall gather data and produce deliverables, according to EPA specifications, in areas such as sample kit tracking, lab approval, and sample analysis. The contractor shall use SDWARS as the primary interface for data exchanges with the EPA. The contractor will also store and manipulate additional data in spreadsheets, databases, and/or text files. The contractor shall participate in developing data specifications supporting this task.

### **3.5 Assist with Contacting Public Water Systems (or States) Regarding UCMR Responsibilities and Monitoring Requirements.**

During UCMR implementation, it will be necessary for the contractor (following future specific technical direction) to contact specific public water systems (of all sizes) or States regarding various issues related to compliance with the UCMR. Issues may range from apparent noncompliance in failing to report data to inquiring about data reported to EPA that, upon further review, has resulted in questions and the need for follow-up. Furthermore, the contractor shall be required to resolve sampling location and related inventory questions with either the public water system or the State. The contractor may, on a limited basis and after specific technical direction from the EPA, be asked to directly review the data that has been posted to the electronic reporting system by the laboratory for the public water system.

In support of the EPA's compliance determination, the contractor shall gather information from participating public water systems and report it back to the EPA for review. Information required by the EPA will include data recorded by public water system samplers during sampling and analytical findings reported by laboratories. In support of the EPA's enforcement of the UCMR sampling and reporting requirements, the EPA may subsequently task the contractor to provide compliance assistance through direct follow-up with the public water system or the partnered State, Tribe, or Territory. Compliance assistance may include providing information to public water systems addressing their identified responsibilities related to sampling instructions (including frequency and location), receipt and use of sample equipment (specific to small public water systems), sample shipping to laboratories, review of results, and reporting. All contractor actions will focus on compliance assistance and will not be associated with inherently governmental actions of enforcement.

### **3.6 Assist with Oversight and Coordination of the UCMR Laboratory Approval**

## **Program**

All laboratories interested in conducting analyses to support future cycles of the UCMR will need to be EPA approved. The contractor may assist with coordination of a comprehensive EPA lab approval program for the UCMR. Some elements of this program may include: (1) initially contacting stakeholder and laboratory trade organizations to announce the program, (2) distributing information packets, (3) receiving and logging laboratory registrations, (4) distributing method-specific application packages to lab registrants, (5) answering questions related to the program, (6) receiving and reviewing the laboratory applications and performance data submitted, (7) contacting applicants when questions arise, (8) preparing a final list of acceptable laboratory applications and coordinating the distribution of proficiency testing (PT) samples to these laboratories, (9) receiving, compiling, and reviewing the reported PT results, (10) preparing a comprehensive report to the EPA such that EPA laboratory approval can subsequently be granted to qualified laboratories, (11) assisting the EPA with the development and production of the Laboratory Manual, which describes the protocol by which laboratories obtain and maintain approval to participate in UCMR analysis.

The contractor shall also be prepared to participate in and possibly lead laboratory audits of the EPA-approved UCMR laboratories. The contractor may also be tasked with attaining UCMR contaminant calibration standards and PT ampules and coordinating the independent validation of these solutions. Future technical direction will define the specific protocols that should be followed in conducting on-site laboratory technical system audits, as well as paper audits.

## **4.0 Compliance with Federal and EPA Information Technology Requirements**

All work performed by the contractor shall comply with pertinent Federal and EPA information processing and telecommunications standards and procedural guidelines. The contractor shall also comply with the Federal Information Processing and Standards (FIPS), published by the National Institute for Standards and Technology (NIST). Additionally, the contractor shall comply with EPA's technical and operational standards, policies and procedures as issued by its technology services organizations.

Federal Policies and Regulations	
Computer Security Act of 1987	<a href="http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt">http://csrc.nist.gov/groups/SMA/ispab/documents/csa_87.txt</a>
The Privacy Act of 1974 Section 552a	<a href="http://www.justice.gov/opcl/privstat.htm">http://www.justice.gov/opcl/privstat.htm</a>
The Rehabilitation Act Section 508	<a href="http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards">http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards</a>
Section 508 Standards for Electronic and Information Technology	<a href="http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards">http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards</a>



The Fair Labor Standards Act of 1938, as amended, and any applicable Executive Orders	<a href="http://www.dol.gov/whd/reg/statutes/FairLaborStandAct.pdf">http://www.dol.gov/whd/reg/statutes/FairLaborStandAct.pdf</a>
U.S. Office of Management and Budget (OMB) Circular A-4, Regulatory Analysis	<a href="https://www.gpo.gov/fdsys/granule/FR-2003-10-09/03-25606">https://www.gpo.gov/fdsys/granule/FR-2003-10-09/03-25606</a>
OMB Circular A-11, Financial Reporting and Performance	<a href="https://georgewbush-whitehouse.archives.gov/omb/circulars/a11/current_year/a11_toc.html">https://georgewbush-whitehouse.archives.gov/omb/circulars/a11/current_year/a11_toc.html</a>
OMB Circular A-76, Personnel Issues	<a href="http://www.gao.gov/products/HRD-85-30">http://www.gao.gov/products/HRD-85-30</a>
OMB Circular A-119, Consensus Standards	<a href="https://www.federalregister.gov/documents/2016/01/27/2016-01606/revision-of-omb-circular-no-a-119-federal-participation-in-the-development-and-use-of-voluntary">https://www.federalregister.gov/documents/2016/01/27/2016-01606/revision-of-omb-circular-no-a-119-federal-participation-in-the-development-and-use-of-voluntary</a>
OMB Circular A-123, Management's Responsibility for Internal Control	<a href="https://www.gsa.gov/portal/mediaId/146963/fileName/OMB_Circular_A-123.action">https://www.gsa.gov/portal/mediaId/146963/fileName/OMB_Circular_A-123.action</a>
OMB Circular A-130, Information Resource Management	<a href="https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource">https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource</a>
OMB Circular A-131, Value Engineering	<a href="https://www.federalregister.gov/documents/2013/12/26/2013-30816/valuc-engineering">https://www.federalregister.gov/documents/2013/12/26/2013-30816/valuc-engineering</a>
OMB Memorandum M-08-27, Guidance for TIC Compliance	<a href="https://georgewbush-whitehouse.archives.gov/omb/memoranda/fy2008/m08-27.pdf">https://georgewbush-whitehouse.archives.gov/omb/memoranda/fy2008/m08-27.pdf</a>
OMB Memorandum M-08-22, Guidance on FDCC	<a href="https://www.gsa.gov/portal/mediaId/213119/fileName/Guidance_FDCC.action">https://www.gsa.gov/portal/mediaId/213119/fileName/Guidance_FDCC.action</a>
OMB Memorandum M-07-24, Updated Principles for Risk Analysis	<a href="https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-24.pdf">https://obamawhitehouse.archives.gov/sites/default/files/omb/assets/omb/memoranda/fy2007/m07-24.pdf</a>
OMB Memorandum M-07-11, Implementation of Commonly Accepted Security Configurations for Windows Operating Systems	<a href="https://www.gsa.gov/portal/mediaId/213123/fileName/Ensuring_New_Acqs_Security_Configs.action">https://www.gsa.gov/portal/mediaId/213123/fileName/Ensuring_New_Acqs_Security_Configs.action</a>
OMB Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies	<a href="https://obamawhitehouse.archives.gov/omb/fedreg_final_information_quality_guidelines/">https://obamawhitehouse.archives.gov/omb/fedreg_final_information_quality_guidelines/</a>
Federal Information Security Management Act of 2002	<a href="http://csrc.nist.gov/drivers/documents/FISMA-final.pdf">http://csrc.nist.gov/drivers/documents/FISMA-final.pdf</a>
U.S. Department of Commerce, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-34, Rev. 1	<a href="http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-34r1.pdf">http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-34r1.pdf</a>
NIST SP 800-53, Rev. 4	<a href="http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf">http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf</a>
Federal Continuity Directive 1	<a href="http://www.fema.gov/media-library-data/20130726-1903-25045-1384/federal_continuity_directive_1_update_10_26_2012.txt">http://www.fema.gov/media-library-data/20130726-1903-25045-1384/federal_continuity_directive_1_update_10_26_2012.txt</a>



Electronic Signatures in Global and National Commerce Act (ESIGN)	<a href="https://www.gpo.gov/fdsys/pkg/PLAW-106publ229/pdf/PLAW-106publ229.pdf">https://www.gpo.gov/fdsys/pkg/PLAW-106publ229/pdf/PLAW-106publ229.pdf</a>
Federal Information Processing Standards	<a href="http://www.nist.gov/itl/fips.cfm">http://www.nist.gov/itl/fips.cfm</a>
OMB Circular A-130, Management of Federal Information Resources	<a href="https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource">https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource</a>
OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996	<a href="https://georgewbush-whitehouse.archives.gov/omb/memoranda/m96-20.html">https://georgewbush-whitehouse.archives.gov/omb/memoranda/m96-20.html</a>
OMB Memorandum M-97-16, Information Technology Architectures	<a href="https://georgewbush-whitehouse.archives.gov/omb/memoranda/m97-16.html">https://georgewbush-whitehouse.archives.gov/omb/memoranda/m97-16.html</a>
Presidential Decision Directive (PDD)-63 White Paper	<a href="http://fas.org/irp/offdocs/paper598.htm">http://fas.org/irp/offdocs/paper598.htm</a>
Presidential Decision Directive (PDD)-62 Fact Sheet	<a href="http://fas.org/irp/offdocs/pdd-62.htm">http://fas.org/irp/offdocs/pdd-62.htm</a>
Presidential Decision Directive (PDD)-67 Continuity of Operations	<a href="http://fas.org/irp/offdocs/pdd/pdd-67.htm">http://fas.org/irp/offdocs/pdd/pdd-67.htm</a>
FIPS Publications	<a href="http://csrc.nist.gov/publications/PubsFIPS.html">http://csrc.nist.gov/publications/PubsFIPS.html</a>
Section 508 Compliance	<a href="https://www.section508.gov/">https://www.section508.gov/</a>
NARA Electronic Records Management (ERM) Guidance	<a href="https://www.archives.gov/records-mgmt/policy/transfer-guidance.html">https://www.archives.gov/records-mgmt/policy/transfer-guidance.html</a>
OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12	<a href="http://www.thecre.com/forum4/wp-content/uploads/2016/04/m-05-24.pdf">http://www.thecre.com/forum4/wp-content/uploads/2016/04/m-05-24.pdf</a>

EPA Policy and Procedures	
EPA Standard Operating Procedures for the Development and Review of Publications: Printed, Web, and Other Media (Information Access Policy)	<a href="https://www.epa.gov/sites/production/files/2013-11/documents/21710.pdf">https://www.epa.gov/sites/production/files/2013-11/documents/21710.pdf</a>
Data Element Registry Services (DERS)	<a href="http://iaspub.epa.gov/sor_internet/registry/datareg/home/overview/home.do">http://iaspub.epa.gov/sor_internet/registry/datareg/home/overview/home.do</a>
EPA Information Resources Management (IRM) Policy	<a href="https://www.epa.gov/irmpoli8/policy-procedures-and-standards-enterprise-information-management">https://www.epa.gov/irmpoli8/policy-procedures-and-standards-enterprise-information-management</a>
IRM Policy Manual	<a href="https://www.epa.gov/sites/production/files/2015-08/documents/cio-2135-0.pdf">https://www.epa.gov/sites/production/files/2015-08/documents/cio-2135-0.pdf</a>
EPA Section 508 Accessibility Guide	<a href="http://www.epa.gov/accessibility/">http://www.epa.gov/accessibility/</a>
EPA One EPA Web	<a href="https://www.epa.gov/sites/production/files/documents/drupal_webcms_fact_sheet_july_2013.pdf">https://www.epa.gov/sites/production/files/documents/drupal_webcms_fact_sheet_july_2013.pdf</a>

EPA Office of Water Web Helpdesk	<a href="http://epaowhelpdesk.zendesk.com/">http://epaowhelpdesk.zendesk.com/</a>
Guide for Developing Usable and Useful Web Sites (Usability Guidelines)	<a href="http://www.usability.gov/">http://www.usability.gov/</a>
Monitoring Information in STORET	<a href="http://www.epa.gov/storet">http://www.epa.gov/storet</a>
National Hydrography Dataset (EPA page with link to NHD)	<a href="http://www.epa.gov/waters">http://www.epa.gov/waters</a>

## 5.0 Deliverables and Reporting Requirements

Unless otherwise specified in work assignments, all deliverables produced under this contract shall use the following software and conventions: MS Office Applications, text file or current Agency standard, and electronic information data storage devices (e.g. flash drive/thumb drive). The CLCOR or WACOR shall have the option of specifying or approving alternative software and/or conventions for deliverables produced under this contract.

Deliverables designed for the public or the EPA website shall meet EPA's policies, procedures, and standards (e.g., Communication Product Standards <https://www.epa.gov/stylebook>, Web Guide <https://www.epa.gov/web-policies-and-procedures>).

- 5.1 The contractor shall submit a Monthly Progress and Quality Control Assessment Report in hard copy and electronic format using MS Word format, or the current Agency standard, to the CLCOR, the CO, and the respective WACOR. This report must detail all the activities of the past month that have contributed to the fulfillment of the above tasks and been billed to the contract. Within the UCMR-related tasks, once monitoring begins, the monthly report must include information pertaining to the number of sampling kits shipped, the identity of utilities receiving these kits, and the total number of samples sent by the various utilities (broken down by State) to the commercial or EPA laboratories. This report shall be submitted by the contractor on or before the 20<sup>th</sup> day of the following month. In addition, this report shall identify the number of hours billed and the percent of money spent. These monthly reporting requirements may be modified or supplemented at any time during the life of the contract by an amendment to the work assignment. Please reference the attachment titled *Reports of Work*.
- 5.2 The contractor shall prepare additional reports in response to work assignment requirements.

## ATTACHMENT 2 REPORTS OF WORK

The work shall be divided into Work Assignments, each of which will require a Work Plan. Additionally, monthly progress reports and monthly financial management reports are required. Informal bi-weekly expenditure reports and special reports may be required for selected work assignments. Reports submitted under this contract shall reference the contract number, the work assignment number, and the Environmental Protection Agency (EPA) as the sponsoring agency.

### MONTHLY PROGRESS REPORT

- (a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
  - (1) For the current reporting period, display the amount claimed.
  - (2) For the cumulative period, display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs. **The amounts reported should include prime contractor amounts, as well as each subcontractor's/consultant's amounts.**
    - (ii) For the cumulative contract period, display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs. **The direct labor hours and costs identified should include prime contractor amounts, as well as each subcontractor's/consultant's amounts.**
    - (iii) Display the estimated direct labor hours and costs to be expended during the next reporting period. **The estimated direct labor hours and costs**

**should include the prime contractor's, as well as each subcontractor's/consultant's, amounts.**

- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulatively for the contract.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
  - (1) For the current period, display the amount claimed.
  - (2) For the cumulative period, display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
  - (3) Labor hours.
    - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period may be identified in either the Monthly Progress Report or as back-up documentation to the Invoice.
    - (ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs. **The amounts reported should include the prime contractor amounts, as well as each subcontractor's/consultant's, amounts.**
    - (iii) For the cumulative reporting period and cumulative contract period, display: the negotiated and expended direct labor hours (by EPA contract labor category) and the total loaded direct labor costs. **The amounts reported should include the prime contractor's amounts, as well as each subcontractor's/consultant's amounts.** This information may be identified in either the Monthly Progress Report or as back-up documentation to the Invoice.
    - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
    - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
  - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
  - (5) A list of deliverables for each work assignment or delivery order during the reporting period.

- (6) The amount of funding as specified by the Government for the work assignment; the amount of funding remaining; and the percentage of funding remaining.
- (f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following address on or before the 20<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of the Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Number of Copies:

2

1

Addressee:

Project Officer (**Hard Copy & Electronic**)

Contracting Officer (**via FedConnect**)

### ATTACHMENT 3 LABOR CLASSIFICATION STANDARDS

The following definitions of the labor classifications are provided to aid in the preparation of the technical and cost portions of your proposal.

(a) Professional

(1) Level 4 - Plans, conducts, and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for un-reviewed action.

Typical Title:	Program Manager, Statistician
Normal Qualifications:	Ph.D. Degree
Experience:	10 years minimum

(2) Level 3 - Under general supervision of project leader, plans, conducts, and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress and evaluates results, makes changes in methods, design, or equipment where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Title:	Chemist, Biologist, Environmental Scientist
Normal Qualifications:	Master's Degree
Experience:	6 years minimum

(b) Technical

(1) Level 3 - Performs non routine and complex assignments. Works under general supervision of a scientist or engineer. Performs experiments or tests which may require nonstandard procedures and complex instrumentation. Records, computes, and analyzes test data; prepares test reports. May supervise lower level technicians.

Typical Title:	Technician
Normal Qualifications:	Associate Degree
Experience:	6 years minimum

(2) Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data.

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Typical Title:	Technician
Normal Qualifications:	None
Experience:	2 years minimum

## ATTACHMENT 4

### QUALITY ASSURANCE SURVEILLANCE PLAN

#### Title: Technical Support for Implementation of the Unregulated Contaminant Monitoring Regulation and Drinking Water Standards Development

General Management and Administration			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<b>Management and Communications:</b> The Contractor shall maintain contact with the EPA Contracting Officer (CO), Contract Level Contracting Officer's Representative (CL-COR), and Work Assignment Contracting Officer's Representative (WACOR) throughout the performance of the contract. The contractor shall immediately bring potential problems to the attention of the appropriate EPA WACOR. In cases where issues have a direct impact on project schedules and/or cost, the Contractor shall provide options for EPA's consideration on resolving or mitigating the impacts.	Any issues that impact project schedules and/or cost shall be brought to the attention of the appropriate EPA WACOR within 48 hours of occurrence.	100% of active work assignments under the contract will be reviewed by the EPA WACOR monthly (via the monthly progress report) to identify unreported issues. The EPA WACOR will report any issues to the EPA CL-COR who will bring the issue(s) to the Contractor's attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Management in the Contractors Performance Appraisal Review System (CPARS) if two or more incidents occur during an applicable period of performance when the Contractor does not meet the measurable performance standards.
<b>Timeliness:</b> Services and deliverables shall be in accordance with schedules stated in each work assignment, unless amended or modified by an approved EPA action.	During any period of performance, 90% of all submitted deliverables shall be submitted no later than seven calendar days past the due date.	100% of active work assignments under the contract will be reviewed by the EPA WACOR monthly (via monthly progress report & milestones established for each deliverable) to compare actual delivery dates against the approved delivery dates. The EPA WACOR will report any issues to the EPA CL-COR who will bring the issue(s) to the Contractor's attention through the EPA CO.	<b>Unsatisfactory</b> rating under the category of Schedule in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.



<p><b>Cost Management and Control:</b></p> <p>The Contractor shall monitor, track, and accurately report level-of-effort, labor cost, other direct cost, and fee expenditures to EPA through progress reports and approved special reporting requirements.</p> <p>The Contractor shall assign appropriately leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate timekeeping.</p>	<p>The Contractor shall manage costs to the level of approved cost estimate on the work assignment. The Contractor shall notify the EPA WACOR/CL-COR when 75% of the approved cost estimate for the work assignment is reached.</p>	<p>The EPA CL-COR will routinely meet with the Contractor's Project Manager to discuss the work progress, contract progress, and individual work assignment expenditures. The EPA CL-COR shall review the Contractor's monthly progress reports and request the WACOR's verification of expenditures and technical progress before authorizing invoice payments</p>	<p><b>Unsatisfactory</b> rating under the category of Cost Control in the CPARS when the Contractor does not meet the measurable performance standards during an applicable period of performance.</p>
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**Tasks 2 and 3 - Preparation and distribution of UCMR sample collection kits and collection of samples at selected small systems**

Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives
<p><b>Sampling kit construction:</b> The Contractor shall develop, revise, test, finalize, order, and securely store the UCMR sampling kits required for collecting samples from the selected small public systems.</p>	<p>Sampling kits must be of durable construction, capable of withstanding multiple deliveries via express courier.</p> <p>Sampling kits must be able to securely transport sampling bottles without breakage and must be able to maintain sample temperature upon receipt at the laboratory. The kits must keep samples both from freezing during winter sampling and from surpassing 6°C during summer sampling.</p>	<p>EPA will provide oversight of the Contractor's efforts and will review and evaluate preliminary designs and prototype kits to ensure the sampling kit will meet the demands of field sampling. The Contractor is not permitted to order bulk supplies until EPA approves the sampling kit design.</p>	<p>Sampling kits must maintain their integrity and not allow any samples to break or shift during transport. Sample bottles shall remain intact when tested by filling the bottles with water, packaging them in the kit with chemical freeze packs, and dropping the kit from a height of 6-ft.</p> <p>Sampling kit must maintain sample temperature above freezing (0°C) if sampling kit is stored below freezing (-10°C [-14°F]) for 5 hrs and must not exceed 6°C if sampling kit is stored at 32°C (90°F) for 24 hrs.</p> <p>A kit design that does not meet these criteria, and upon redesign still fails, may impact the mandated sampling schedule and will not be considered acceptable. This will result in an unsatisfactory rating being reported to the Agency's Performance Evaluation System.</p>

<p><b>Rescheduled sampling event:</b> The Contractor shall make every effort to ensure the sampling schedule defined by EPA is closely followed. Invariably, circumstances beyond the control of the contractor will affect this schedule. The Contractor must be able to overcome these problems and take the necessary steps to quickly and efficiently reschedule the sampling event.</p>	<p>When a sampling problem is recognized, the Contractor must reschedule the sample collection and /or address the problem with the parties responsible for the sampling. This requires direct interaction with the field samplers (Public Water System, State, or Contractor staff) and follow-up after any problem has been identified and a sample recollection is warranted. This follow-up will ensure close adherence to the originally-defined schedule.</p>	<p>EPA is provided weekly reports from the EPA contract laboratories, which specify all scheduled samples and the date on which they were received at the lab. Samples which have not been received, or which have been flagged for a sampling error (e.g., broken bottle, no preservation) must be rescheduled for follow-up sample collection.</p> <p>In addition to the weekly report, the EPA WACOR is also notified, via email, by the EPA contract laboratory, immediately following the observation of a sampling error.</p> <p>The monthly report submitted by the Contractor must document all sampling activities and problems that have been encountered, including those associated with scheduling or rescheduling sample collection. Availability and willingness of sampling personnel may impact the Contractor's ability to reschedule sample collection. These circumstances must be documented by the contractor in the monthly report to justify cases where the sampling targets are not met.</p>	<p>Within 5 days of being notified of a required recollection, or that a scheduled sample collection has not occurred, the Contractor must have contacted the parties responsible for small system sampling (Public Water System, State, or Contractor staff) and schedule the recollection event or resolve the issues concerning the missed sample collection. For sample recollection, or in cases where a replacement kit is required, a replacement kit must be shipped to the sampling location within this 5-day period.</p> <p>If 100% of the required recollections or missed sample collections are addressed within these 5 days, over the course of a performance period, an "Exceptional" rating for quality will be reported in the Agency's Performance Evaluation System.</p> <p>If greater than 95% of the required recollections or missed sample collections are addressed within these 5 days, over the course of a performance period, a "Very Good" rating for quality will be reported in the Agency's Performance Evaluation System.</p> <p>If 90% or greater of the required recollections or missed sample collections are addressed within these 5 days, over the course of a performance period, a "Satisfactory" rating for quality will be reported in the Agency's Performance Evaluation System.</p> <p>If fewer than 90% of the required recollections or missed sample collections are addressed within these 5 days, over the course of a performance period, an "Unsatisfactory" rating for quality will be reported in the Agency's Performance Evaluation System.</p>
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<b>Tasks 4 and 5: Provide outreach support to the UCMR implementation effort</b>			
<b>Performance Requirement</b>	<b>Measurable Performance Standards</b>	<b>Surveillance Methods</b>	<b>Incentives/Disincentives</b>
<b>Outreach Materials Development:</b> The Contractor shall support the development of materials that educate and inform the public and assist the regulated community with compliance. These materials include sampling instructions.	<p>Outreach materials shall be developed in accordance with the requirements outlined in each Work Assignment. Each work assignment will clearly identify the objective, the targeted audience, and the informational resources available to the Contractor.</p> <p>All initial draft documents shall be developed in the format prescribed in the Work Assignment, and shall be clearly written at a level appropriate to the target audience. All information shall be factual, technically sound, and accurate, with data sources identified. The draft version of a document shall require no more than two editorial revisions.</p>	<p>The EPA WACOR will review the initial draft to assess technical accuracy and editorial quality. The WACOR will identify all inaccuracies and needed edits and corrections to the Contractor in the initial review of draft documents.</p> <p>The EPA CLCOR will request input on performance from the WACOR as a part of the monthly payment verification process and will maintain records that will be used to determine and report compliance.</p>	<p>95% of all initial draft documents developed as outreach materials must be technically and factually accurate, suited for the intended audience, and meet a standard of no more than 5 typographical and/or grammatical errors per page. Final documents must meet a standard of no more than 2 typographical and/or grammatical errors per page. Contractor's failure to comply with the above standards will be deemed unsatisfactory performance and will be reported in the Agency's Performance Evaluation System accordingly.</p>
<b>UCMR4 Regulatory Support and Implementation Message Center:</b> The Contractor will be tasked with staffing a UCMR4 Message Center. The purpose of this is to offer stakeholders a resource dedicated to assisting in resolving issues associated with UCMR compliance assistance.	<p>Expedited response is critical for stakeholder messages left for the UCMR implementation support message center. Failure to provide accurate information to the stakeholder community undermines their trust and makes successful regulatory implementation much more difficult.</p>	<p>EPA will contact the Message Center to evaluate the response time. EPA will also receive feedback from stakeholders about their experiences in contacting the Message Center.</p> <p>The Contractor will need to include within its monthly report a summary of the type of callers (Region, State, Public Water System, or Lab), the issues that were being discussed or questions asked, the responses provided, and the response time (to the hour).</p>	<p>All callers that leave a message for the UCMR implementation support message center are contacted within 24 hrs. (basically 2 days, counting normal business days as 12 hrs) by the contractor. The recorded message clarifies this expectation for all parties that leave a message.</p> <p>Two consecutive months with more than 5 legitimate stakeholder complaints per month, specific to the accuracy of the information provided, the time delay in responding, or the lack of helpfulness, will be deemed unsatisfactory performance and will be reported in the Agency's Performance Evaluation System accordingly.</p>

## Attachment 6

WD 15-4729 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-4729
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Ohio

Area: Ohio Counties of Delaware, Fairfield, Franklin, Licking, Madison, Morrow, Perry, Pickaway, Union

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.52
01012 - Accounting Clerk II		16.29
01013 - Accounting Clerk III		18.23
01020 - Administrative Assistant		24.42
01035 - Court Reporter		19.76
01041 - Customer Service Representative I		11.76
01042 - Customer Service Representative II		13.22
01043 - Customer Service Representative III		14.43
01051 - Data Entry Operator I		13.62
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		17.96
01070 - Document Preparation Clerk		13.01
01090 - Duplicating Machine Operator		13.01
01111 - General Clerk I		13.02
01112 - General Clerk II		14.22
01113 - General Clerk III		16.77
01120 - Housing Referral Assistant		21.46
01141 - Messenger Courier		12.68
01191 - Order Clerk I		13.95
01192 - Order Clerk II		15.22
01261 - Personnel Assistant (Employment) I		16.56
01262 - Personnel Assistant (Employment) II		17.57
01263 - Personnel Assistant (Employment) III		19.60
01270 - Production Control Clerk		21.21
01290 - Rental Clerk		15.20
01300 - Scheduler, Maintenance		17.20
01311 - Secretary I		17.20
01312 - Secretary II		19.24
01313 - Secretary III		21.46

01320 - Service Order Dispatcher	15.75
01410 - Supply Technician	24.42
01420 - Survey Worker	16.70
01460 - Switchboard Operator/Receptionist	12.90
01531 - Travel Clerk I	12.86
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.55
01611 - Word Processor I	13.08
01612 - Word Processor II	15.20
01613 - Word Processor III	17.96
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.84
05010 - Automotive Electrician	19.56
05040 - Automotive Glass Installer	18.71
05070 - Automotive Worker	19.26
05110 - Mobile Equipment Servicer	17.02
05130 - Motor Equipment Metal Mechanic	22.25
05160 - Motor Equipment Metal Worker	18.89
05190 - Motor Vehicle Mechanic	20.39
05220 - Motor Vehicle Mechanic Helper	16.18
05250 - Motor Vehicle Upholstery Worker	18.39
05280 - Motor Vehicle Wrecker	19.26
05310 - Painter, Automotive	20.38
05340 - Radiator Repair Specialist	19.26
05370 - Tire Repairer	13.75
05400 - Transmission Repair Specialist	20.39
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.50
07041 - Cook I	12.17
07042 - Cook II	13.97
07070 - Dishwasher	9.67
07130 - Food Service Worker	9.69
07210 - Meat Cutter	15.45
07260 - Waiter/Waitress	9.09
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.32
09040 - Furniture Handler	11.93
09080 - Furniture Refinisher	16.32
09090 - Furniture Refinisher Helper	13.49
09110 - Furniture Repairer, Minor	14.89
09130 - Upholsterer	16.47
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.21
11060 - Elevator Operator	11.21
11090 - Gardener	14.93
11122 - Housekeeping Aide	12.54
11150 - Janitor	12.54
11210 - Laborer, Grounds Maintenance	12.01
11240 - Maid or Houseman	10.19
11260 - Pruner	10.89
11270 - Tractor Operator	13.80
11330 - Trail Maintenance Worker	12.01
11360 - Window Cleaner	13.85
12000 - Health Occupations	
12010 - Ambulance Driver	16.59
12011 - Breath Alcohol Technician	18.95
12012 - Certified Occupational Therapist Assistant	24.95
12015 - Certified Physical Therapist Assistant	25.32
12020 - Dental Assistant	17.31
12025 - Dental Hygienist	34.61
12030 - EKG Technician	25.05
12035 - Electroneurodiagnostic Technologist	25.05

12040 - Emergency Medical Technician	16.59
12071 - Licensed Practical Nurse I	16.94
12072 - Licensed Practical Nurse II	18.95
12073 - Licensed Practical Nurse III	21.13
12100 - Medical Assistant	14.45
12130 - Medical Laboratory Technician	19.32
12160 - Medical Record Clerk	14.62
12190 - Medical Record Technician	16.36
12195 - Medical Transcriptionist	16.62
12210 - Nuclear Medicine Technologist	33.31
12221 - Nursing Assistant I	10.43
12222 - Nursing Assistant II	11.73
12223 - Nursing Assistant III	12.80
12224 - Nursing Assistant IV	14.37
12235 - Optical Dispenser	17.03
12236 - Optical Technician	15.11
12250 - Pharmacy Technician	16.49
12280 - Phlebotomist	14.37
12305 - Radiologic Technologist	26.69
12311 - Registered Nurse I	23.00
12312 - Registered Nurse II	28.14
12313 - Registered Nurse II, Specialist	28.14
12314 - Registered Nurse III	34.04
12315 - Registered Nurse III, Anesthetist	34.04
12316 - Registered Nurse IV	40.80
12317 - Scheduler (Drug and Alcohol Testing)	22.65
12320 - Substance Abuse Treatment Counselor	21.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.60
13012 - Exhibits Specialist II	24.33
13013 - Exhibits Specialist III	29.76
13041 - Illustrator I	19.78
13042 - Illustrator II	24.52
13043 - Illustrator III	29.99
13047 - Librarian	29.19
13050 - Library Aide/Clerk	12.46
13054 - Library Information Technology Systems Administrator	25.08
13058 - Library Technician	18.05
13061 - Media Specialist I	18.09
13062 - Media Specialist II	20.24
13063 - Media Specialist III	22.56
13071 - Photographer I	15.60
13072 - Photographer II	18.10
13073 - Photographer III	26.06
13074 - Photographer IV	27.75
13075 - Photographer V	33.59
13090 - Technical Order Library Clerk	15.65
13110 - Video Teleconference Technician	19.00
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.11
14042 - Computer Operator II	19.14
14043 - Computer Operator III	21.35
14044 - Computer Operator IV	23.71
14045 - Computer Operator V	26.27
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	17.11
14160 - Personal Computer Support Technician	23.71
14170 - System Support Specialist	31.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.20
15020 - Aircrew Training Devices Instructor (Rated)	37.74
15030 - Air Crew Training Devices Instructor (Pilot)	45.23
15050 - Computer Based Training Specialist / Instructor	31.20
15060 - Educational Technologist	31.19
15070 - Flight Instructor (Pilot)	45.23
15080 - Graphic Artist	25.33
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	39.76
15086 - Maintenance Test Pilot, Rotary Wing	39.76
15088 - Non-Maintenance Test/Co-Pilot	39.76
15090 - Technical Instructor	22.64
15095 - Technical Instructor/Course Developer	27.69
15110 - Test Proctor	18.28
15120 - Tutor	18.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.57
16030 - Counter Attendant	9.57
16040 - Dry Cleaner	11.74
16070 - Finisher, Flatwork, Machine	9.57
16090 - Presser, Hand	9.57
16110 - Presser, Machine, Drycleaning	9.57
16130 - Presser, Machine, Shirts	9.57
16160 - Presser, Machine, Wearing Apparel, Laundry	9.57
16190 - Sewing Machine Operator	12.56
16220 - Tailor	13.39
16250 - Washer, Machine	10.07
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.30
19040 - Tool And Die Maker	24.15
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.71
21030 - Material Coordinator	21.21
21040 - Material Expediter	21.21
21050 - Material Handling Laborer	12.19
21071 - Order Filler	14.06
21080 - Production Line Worker (Food Processing)	15.71
21110 - Shipping Packer	14.48
21130 - Shipping/Receiving Clerk	14.48
21140 - Store Worker I	12.50
21150 - Stock Clerk	16.92
21210 - Tools And Parts Attendant	15.71
21410 - Warehouse Specialist	15.71
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.90
23019 - Aircraft Logs and Records Technician	20.26
23021 - Aircraft Mechanic I	23.91
23022 - Aircraft Mechanic II	24.90
23023 - Aircraft Mechanic III	25.94
23040 - Aircraft Mechanic Helper	18.34
23050 - Aircraft, Painter	22.84
23060 - Aircraft Servicer	20.26
23070 - Aircraft Survival Flight Equipment Technician	22.84
23080 - Aircraft Worker	21.47
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.47
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.91
23110 - Appliance Mechanic	22.31

23120 - Bicycle Repairer	15.09
23125 - Cable Splicer	27.75
23130 - Carpenter, Maintenance	20.97
23140 - Carpet Layer	19.58
23160 - Electrician, Maintenance	21.76
23181 - Electronics Technician Maintenance I	23.10
23182 - Electronics Technician Maintenance II	24.56
23183 - Electronics Technician Maintenance III	27.13
23260 - Fabric Worker	20.05
23290 - Fire Alarm System Mechanic	19.54
23310 - Fire Extinguisher Repairer	18.70
23311 - Fuel Distribution System Mechanic	24.44
23312 - Fuel Distribution System Operator	18.87
23370 - General Maintenance Worker	18.63
23380 - Ground Support Equipment Mechanic	23.91
23381 - Ground Support Equipment Servicer	20.26
23382 - Ground Support Equipment Worker	21.47
23391 - Gunsmith I	18.70
23392 - Gunsmith II	21.47
23393 - Gunsmith III	23.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.74
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.64
23430 - Heavy Equipment Mechanic	23.23
23440 - Heavy Equipment Operator	23.54
23460 - Instrument Mechanic	26.07
23465 - Laboratory/Shelter Mechanic	22.84
23470 - Laborer	11.71
23510 - Locksmith	19.28
23530 - Machinery Maintenance Mechanic	23.73
23550 - Machinist, Maintenance	18.71
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	26.07
23592 - Metrology Technician II	27.15
23593 - Metrology Technician III	28.28
23640 - Millwright	28.86
23710 - Office Appliance Repairer	19.23
23760 - Painter, Maintenance	19.75
23790 - Pipefitter, Maintenance	25.32
23810 - Plumber, Maintenance	22.51
23820 - Pneudraulic Systems Mechanic	23.91
23850 - Rigger	23.91
23870 - Scale Mechanic	21.47
23890 - Sheet-Metal Worker, Maintenance	24.56
23910 - Small Engine Mechanic	15.61
23931 - Telecommunications Mechanic I	25.16
23932 - Telecommunications Mechanic II	26.21
23950 - Telephone Lineman	20.99
23960 - Welder, Combination, Maintenance	18.16
23965 - Well Driller	21.94
23970 - Woodcraft Worker	23.91
23980 - Woodworker	17.42
24000 - Personal Needs Occupations	
24550 - Case Manager	14.53
24570 - Child Care Attendant	11.85
24580 - Child Care Center Clerk	14.77
24610 - Chore Aide	10.45
24620 - Family Readiness And Support Services Coordinator	14.53
24630 - Homemaker	16.18
25000 - Plant And System Operations Occupations	



25010 - Boiler Tender	24.52
25040 - Sewage Plant Operator	20.82
25070 - Stationary Engineer	24.52
25190 - Ventilation Equipment Tender	17.73
25210 - Water Treatment Plant Operator	20.82
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.64
27007 - Baggage Inspector	13.40
27008 - Corrections Officer	20.79
27010 - Court Security Officer	24.48
27030 - Detection Dog Handler	16.94
27040 - Detention Officer	20.79
27070 - Firefighter	24.75
27101 - Guard I	13.40
27102 - Guard II	16.94
27131 - Police Officer I	26.85
27132 - Police Officer II	29.83
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.93
28042 - Carnival Equipment Repairer	12.80
28043 - Carnival Worker	9.05
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.36
28515 - Recreation Specialist	17.28
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	17.08
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.31
29020 - Hatch Tender	20.31
29030 - Line Handler	20.31
29041 - Stevedore I	18.49
29042 - Stevedore II	21.30
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.91
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.13
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.78
30021 - Archeological Technician I	16.70
30022 - Archeological Technician II	18.68
30023 - Archeological Technician III	23.15
30030 - Cartographic Technician	23.15
30040 - Civil Engineering Technician	24.87
30051 - Cryogenic Technician I	24.25
30052 - Cryogenic Technician II	26.79
30061 - Drafter/CAD Operator I	16.70
30062 - Drafter/CAD Operator II	18.68
30063 - Drafter/CAD Operator III	20.83
30064 - Drafter/CAD Operator IV	25.62
30081 - Engineering Technician I	15.81
30082 - Engineering Technician II	17.74
30083 - Engineering Technician III	19.84
30084 - Engineering Technician IV	24.59
30085 - Engineering Technician V	30.08
30086 - Engineering Technician VI	36.39
30090 - Environmental Technician	19.81
30095 - Evidence Control Specialist	21.90
30210 - Laboratory Technician	20.63
30221 - Latent Fingerprint Technician I	24.98
30222 - Latent Fingerprint Technician II	27.59
30240 - Mathematical Technician	23.15
30361 - Paralegal/Legal Assistant I	18.22

30362 - Paralegal/Legal Assistant II	22.58
30363 - Paralegal/Legal Assistant III	27.61
30364 - Paralegal/Legal Assistant IV	33.41
30375 - Petroleum Supply Specialist	26.79
30390 - Photo-Optics Technician	23.15
30395 - Radiation Control Technician	26.79
30461 - Technical Writer I	23.34
30462 - Technical Writer II	28.54
30463 - Technical Writer III	34.53
30491 - Unexploded Ordnance (UXO) Technician I	24.09
30492 - Unexploded Ordnance (UXO) Technician II	29.15
30493 - Unexploded Ordnance (UXO) Technician III	34.94
30494 - Unexploded (UXO) Safety Escort	24.09
30495 - Unexploded (UXO) Sweep Personnel	24.09
30501 - Weather Forecaster I	24.25
30502 - Weather Forecaster II	29.50
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.83
30621 - Weather Observer, Senior	(see 2) 23.15
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.15
31020 - Bus Aide	13.50
31030 - Bus Driver	19.70
31043 - Driver Courier	17.01
31260 - Parking and Lot Attendant	10.91
31290 - Shuttle Bus Driver	19.36
31310 - Taxi Driver	10.05
31361 - Truckdriver, Light	19.36
31362 - Truckdriver, Medium	19.70
31363 - Truckdriver, Heavy	21.84
31364 - Truckdriver, Tractor-Trailer	21.84
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.21
99030 - Cashier	9.78
99050 - Desk Clerk	10.30
99095 - Embalmer	26.70
99130 - Flight Follower	24.09
99251 - Laboratory Animal Caretaker I	10.74
99252 - Laboratory Animal Caretaker II	11.61
99260 - Marketing Analyst	30.67
99310 - Mortician	26.70
99410 - Pest Controller	16.09
99510 - Photofinishing Worker	14.34
99710 - Recycling Laborer	18.41
99711 - Recycling Specialist	21.97
99730 - Refuse Collector	16.66
99810 - Sales Clerk	11.38
99820 - School Crossing Guard	12.88
99830 - Survey Party Chief	23.43
99831 - Surveying Aide	13.92
99832 - Surveying Technician	21.30
99840 - Vending Machine Attendant	13.34
99841 - Vending Machine Repairer	15.86
99842 - Vending Machine Repairer Helper	13.34

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1,

2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\*

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## Attachment 6

WD 15-4878 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-4878
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: Michigan

Area: Michigan Counties of Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, Wexford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.36
01012 - Accounting Clerk II		16.12
01013 - Accounting Clerk III		18.03
01020 - Administrative Assistant		20.30
01035 - Court Reporter		16.99
01041 - Customer Service Representative I		12.62
01042 - Customer Service Representative II		14.19
01043 - Customer Service Representative III		15.49
01051 - Data Entry Operator I		12.21
01052 - Data Entry Operator II		13.61
01060 - Dispatcher, Motor Vehicle		17.17
01070 - Document Preparation Clerk		13.70
01090 - Duplicating Machine Operator		13.70
01111 - General Clerk I		11.71
01112 - General Clerk II		12.76
01113 - General Clerk III		14.69
01120 - Housing Referral Assistant		19.18
01141 - Messenger Courier		11.63
01191 - Order Clerk I		14.47
01192 - Order Clerk II		15.80
01261 - Personnel Assistant (Employment) I		16.72
01262 - Personnel Assistant (Employment) II		18.70
01263 - Personnel Assistant (Employment) III		20.86
01270 - Production Control Clerk		22.35
01290 - Rental Clerk		13.70
01300 - Scheduler, Maintenance		15.38
01311 - Secretary I		15.38
01312 - Secretary II		17.21
01313 - Secretary III		19.18

01320 - Service Order Dispatcher	15.07
01410 - Supply Technician	20.30
01420 - Survey Worker	14.96
01460 - Switchboard Operator/Receptionist	12.80
01531 - Travel Clerk I	13.02
01532 - Travel Clerk II	14.14
01533 - Travel Clerk III	15.31
01611 - Word Processor I	14.47
01612 - Word Processor II	16.25
01613 - Word Processor III	18.16
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.01
05010 - Automotive Electrician	15.41
05040 - Automotive Glass Installer	14.85
05070 - Automotive Worker	14.85
05110 - Mobile Equipment Servicer	13.71
05130 - Motor Equipment Metal Mechanic	17.55
05160 - Motor Equipment Metal Worker	14.85
05190 - Motor Vehicle Mechanic	18.92
05220 - Motor Vehicle Mechanic Helper	13.07
05250 - Motor Vehicle Upholstery Worker	14.33
05280 - Motor Vehicle Wrecker	14.85
05310 - Painter, Automotive	15.41
05340 - Radiator Repair Specialist	14.85
05370 - Tire Repairer	12.62
05400 - Transmission Repair Specialist	17.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.08
07041 - Cook I	12.50
07042 - Cook II	13.21
07070 - Dishwasher	9.10
07130 - Food Service Worker	9.93
07210 - Meat Cutter	14.58
07260 - Waiter/Waitress	9.28
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.71
09040 - Furniture Handler	13.62
09080 - Furniture Refinisher	17.77
09090 - Furniture Refinisher Helper	15.07
09110 - Furniture Repairer, Minor	16.52
09130 - Upholsterer	17.71
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.81
11060 - Elevator Operator	11.68
11090 - Gardener	16.01
11122 - Housekeeping Aide	11.17
11150 - Janitor	11.90
11210 - Laborer, Grounds Maintenance	13.42
11240 - Maid or Houseman	9.91
11260 - Pruner	12.59
11270 - Tractor Operator	15.19
11330 - Trail Maintenance Worker	13.42
11360 - Window Cleaner	12.45
12000 - Health Occupations	
12010 - Ambulance Driver	17.64
12011 - Breath Alcohol Technician	17.64
12012 - Certified Occupational Therapist Assistant	20.57
12015 - Certified Physical Therapist Assistant	21.38
12020 - Dental Assistant	17.74
12025 - Dental Hygienist	28.74
12030 - EKG Technician	24.70
12035 - Electroneurodiagnostic Technologist	24.70



12040 - Emergency Medical Technician	17.64
12071 - Licensed Practical Nurse I	17.28
12072 - Licensed Practical Nurse II	19.34
12073 - Licensed Practical Nurse III	21.55
12100 - Medical Assistant	13.12
12130 - Medical Laboratory Technician	18.43
12160 - Medical Record Clerk	15.63
12190 - Medical Record Technician	17.48
12195 - Medical Transcriptionist	15.08
12210 - Nuclear Medicine Technologist	37.71
12221 - Nursing Assistant I	11.43
12222 - Nursing Assistant II	12.85
12223 - Nursing Assistant III	14.02
12224 - Nursing Assistant IV	15.74
12235 - Optical Dispenser	17.04
12236 - Optical Technician	16.74
12250 - Pharmacy Technician	14.79
12280 - Phlebotomist	15.74
12305 - Radiologic Technologist	25.25
12311 - Registered Nurse I	23.13
12312 - Registered Nurse II	29.25
12313 - Registered Nurse II, Specialist	29.25
12314 - Registered Nurse III	34.84
12315 - Registered Nurse III, Anesthetist	34.84
12316 - Registered Nurse IV	41.76
12317 - Scheduler (Drug and Alcohol Testing)	22.06
12320 - Substance Abuse Treatment Counselor	22.60
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.64
13012 - Exhibits Specialist II	22.75
13013 - Exhibits Specialist III	27.67
13041 - Illustrator I	19.64
13042 - Illustrator II	22.75
13043 - Illustrator III	27.67
13047 - Librarian	25.04
13050 - Library Aide/Clerk	12.12
13054 - Library Information Technology Systems Administrator	22.62
13058 - Library Technician	15.72
13061 - Media Specialist I	16.32
13062 - Media Specialist II	18.25
13063 - Media Specialist III	20.36
13071 - Photographer I	16.92
13072 - Photographer II	18.93
13073 - Photographer III	23.45
13074 - Photographer IV	28.69
13075 - Photographer V	32.49
13090 - Technical Order Library Clerk	14.20
13110 - Video Teleconference Technician	17.95
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.20
14042 - Computer Operator II	15.89
14043 - Computer Operator III	17.72
14044 - Computer Operator IV	19.69
14045 - Computer Operator V	21.80
14071 - Computer Programmer I	(see 1) 20.41
14072 - Computer Programmer II	(see 1) 25.30
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.91
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	14.20
14160 - Personal Computer Support Technician	19.69
14170 - System Support Specialist	23.35
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.91
15020 - Aircrew Training Devices Instructor (Rated)	30.15
15030 - Air Crew Training Devices Instructor (Pilot)	36.14
15050 - Computer Based Training Specialist / Instructor	24.91
15060 - Educational Technologist	28.67
15070 - Flight Instructor (Pilot)	36.14
15080 - Graphic Artist	18.59
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.14
15086 - Maintenance Test Pilot, Rotary Wing	36.14
15088 - Non-Maintenance Test/Co-Pilot	36.14
15090 - Technical Instructor	22.17
15095 - Technical Instructor/Course Developer	26.37
15110 - Test Proctor	17.39
15120 - Tutor	17.39
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.33
16030 - Counter Attendant	10.33
16040 - Dry Cleaner	13.71
16070 - Finisher, Flatwork, Machine	10.33
16090 - Presser, Hand	10.33
16110 - Presser, Machine, Drycleaning	10.33
16130 - Presser, Machine, Shirts	10.33
16160 - Presser, Machine, Wearing Apparel, Laundry	10.33
16190 - Sewing Machine Operator	14.93
16220 - Tailor	16.10
16250 - Washer, Machine	11.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.11
19040 - Tool And Die Maker	25.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.74
21030 - Material Coordinator	22.35
21040 - Material Expediter	22.35
21050 - Material Handling Laborer	14.43
21071 - Order Filler	11.50
21080 - Production Line Worker (Food Processing)	20.74
21110 - Shipping Packer	19.25
21130 - Shipping/Receiving Clerk	19.25
21140 - Store Worker I	14.87
21150 - Stock Clerk	18.00
21210 - Tools And Parts Attendant	20.74
21410 - Warehouse Specialist	20.74
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.97
23019 - Aircraft Logs and Records Technician	20.42
23021 - Aircraft Mechanic I	23.04
23022 - Aircraft Mechanic II	23.97
23023 - Aircraft Mechanic III	24.93
23040 - Aircraft Mechanic Helper	18.62
23050 - Aircraft, Painter	23.59
23060 - Aircraft Servicer	20.42
23070 - Aircraft Survival Flight Equipment Technician	23.59
23080 - Aircraft Worker	21.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	21.14
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	23.04
23110 - Appliance Mechanic	19.65

23120 - Bicycle Repairer	13.88
23125 - Cable Splicer	25.92
23130 - Carpenter, Maintenance	22.99
23140 - Carpet Layer	20.43
23160 - Electrician, Maintenance	29.53
23181 - Electronics Technician Maintenance I	21.16
23182 - Electronics Technician Maintenance II	22.10
23183 - Electronics Technician Maintenance III	23.04
23260 - Fabric Worker	20.15
23290 - Fire Alarm System Mechanic	22.24
23310 - Fire Extinguisher Repairer	19.16
23311 - Fuel Distribution System Mechanic	27.52
23312 - Fuel Distribution System Operator	22.89
23370 - General Maintenance Worker	17.93
23380 - Ground Support Equipment Mechanic	23.04
23381 - Ground Support Equipment Servicer	20.42
23382 - Ground Support Equipment Worker	21.14
23391 - Gunsmith I	19.16
23392 - Gunsmith II	21.16
23393 - Gunsmith III	23.04
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.50
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.22
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	21.06
23460 - Instrument Mechanic	23.04
23465 - Laboratory/Shelter Mechanic	22.10
23470 - Laborer	15.09
23510 - Locksmith	21.34
23530 - Machinery Maintenance Mechanic	23.04
23550 - Machinist, Maintenance	23.04
23580 - Maintenance Trades Helper	14.49
23591 - Metrology Technician I	23.04
23592 - Metrology Technician II	23.98
23593 - Metrology Technician III	24.94
23640 - Millwright	30.95
23710 - Office Appliance Repairer	19.00
23760 - Painter, Maintenance	19.95
23790 - Pipefitter, Maintenance	26.28
23810 - Plumber, Maintenance	24.44
23820 - Pneudraulic Systems Mechanic	23.04
23850 - Rigger	23.04
23870 - Scale Mechanic	21.16
23890 - Sheet-Metal Worker, Maintenance	24.41
23910 - Small Engine Mechanic	21.16
23931 - Telecommunications Mechanic I	23.04
23932 - Telecommunications Mechanic II	23.97
23950 - Telephone Lineman	22.72
23960 - Welder, Combination, Maintenance	22.10
23965 - Well Driller	23.04
23970 - Woodcraft Worker	23.04
23980 - Woodworker	19.16
24000 - Personal Needs Occupations	
24550 - Case Manager	13.41
24570 - Child Care Attendant	9.66
24580 - Child Care Center Clerk	12.05
24610 - Chore Aide	10.51
24620 - Family Readiness And Support Services Coordinator	13.41
24630 - Homemaker	13.41
25000 - Plant And System Operations Occupations	

25010	- Boiler Tender	24.76
25040	- Sewage Plant Operator	19.70
25070	- Stationary Engineer	24.76
25190	- Ventilation Equipment Tender	18.19
25210	- Water Treatment Plant Operator	19.65
27000	- Protective Service Occupations	
27004	- Alarm Monitor	20.05
27007	- Baggage Inspector	12.24
27008	- Corrections Officer	22.48
27010	- Court Security Officer	20.76
27030	- Detection Dog Handler	16.73
27040	- Detention Officer	22.48
27070	- Firefighter	18.68
27101	- Guard I	12.24
27102	- Guard II	16.73
27131	- Police Officer I	23.25
27132	- Police Officer II	25.85
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	11.16
28042	- Carnival Equipment Repairer	11.77
28043	- Carnival Worker	9.26
28210	- Gate Attendant/Gate Tender	16.85
28310	- Lifeguard	11.56
28350	- Park Attendant (Aide)	18.86
28510	- Recreation Aide/Health Facility Attendant	13.76
28515	- Recreation Specialist	19.44
28630	- Sports Official	15.01
28690	- Swimming Pool Operator	17.16
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	22.91
29020	- Hatch Tender	22.91
29030	- Line Handler	22.91
29041	- Stevedore I	21.88
29042	- Stevedore II	23.94
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	36.92
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	25.46
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.04
30021	- Archeological Technician I	13.88
30022	- Archeological Technician II	14.60
30023	- Archeological Technician III	19.69
30030	- Cartographic Technician	23.91
30040	- Civil Engineering Technician	22.68
30051	- Cryogenic Technician I	26.47
30052	- Cryogenic Technician II	29.24
30061	- Drafter/CAD Operator I	17.25
30062	- Drafter/CAD Operator II	19.29
30063	- Drafter/CAD Operator III	21.51
30064	- Drafter/CAD Operator IV	26.47
30081	- Engineering Technician I	16.17
30082	- Engineering Technician II	18.13
30083	- Engineering Technician III	20.28
30084	- Engineering Technician IV	25.14
30085	- Engineering Technician V	30.72
30086	- Engineering Technician VI	32.98
30090	- Environmental Technician	23.91
30095	- Evidence Control Specialist	22.37
30210	- Laboratory Technician	21.97
30221	- Latent Fingerprint Technician I	26.47
30222	- Latent Fingerprint Technician II	29.24
30240	- Mathematical Technician	23.91
30361	- Paralegal/Legal Assistant I	18.52

30362 - Paralegal/Legal Assistant II	22.93
30363 - Paralegal/Legal Assistant III	28.06
30364 - Paralegal/Legal Assistant IV	33.95
30375 - Petroleum Supply Specialist	27.74
30390 - Photo-Optics Technician	23.91
30395 - Radiation Control Technician	27.74
30461 - Technical Writer I	23.07
30462 - Technical Writer II	28.20
30463 - Technical Writer III	33.57
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	26.47
30502 - Weather Forecaster II	32.20
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 21.51
30621 - Weather Observer, Senior	(see 2) 23.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.30
31030 - Bus Driver	15.41
31043 - Driver Courier	14.50
31260 - Parking and Lot Attendant	12.02
31290 - Shuttle Bus Driver	15.35
31310 - Taxi Driver	12.05
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	16.06
31363 - Truckdriver, Heavy	19.39
31364 - Truckdriver, Tractor-Trailer	19.39
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	9.25
99050 - Desk Clerk	9.66
99095 - Embalmer	27.17
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	13.31
99252 - Laboratory Animal Caretaker II	14.03
99260 - Marketing Analyst	21.86
99310 - Mortician	27.17
99410 - Pest Controller	19.84
99510 - Photofinishing Worker	12.86
99710 - Recycling Laborer	17.08
99711 - Recycling Specialist	18.51
99730 - Refuse Collector	15.36
99810 - Sales Clerk	10.46
99820 - School Crossing Guard	11.46
99830 - Survey Party Chief	19.59
99831 - Surveying Aide	11.64
99832 - Surveying Technician	17.42
99840 - Vending Machine Attendant	14.58
99841 - Vending Machine Repairer	17.93
99842 - Vending Machine Repairer Helper	16.08

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1,

2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work,



there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

## Attachment 6

WD 15-4036 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2015-4036
Director	Wage Determinations		Revision No.: 2
			Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

This wage determination is applicable to the following cities and towns in MIDDLESEX COUNTY: Ashby, Ayer, Billerica, Chelmsford, Dracut, Groton, Littleton, Lowell, Shirley, Tewksbury, Townsend, Tyngsborough, Westford, Harvard

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.53
01012 - Accounting Clerk II		18.56
01013 - Accounting Clerk III		20.76
01020 - Administrative Assistant		26.74
01035 - Court Reporter		20.86
01041 - Customer Service Representative I		14.74
01042 - Customer Service Representative II		16.58
01043 - Customer Service Representative III		18.09
01051 - Data Entry Operator I		15.64
01052 - Data Entry Operator II		16.92
01060 - Dispatcher, Motor Vehicle		19.79
01070 - Document Preparation Clerk		14.87
01090 - Duplicating Machine Operator		14.87
01111 - General Clerk I		14.66
01112 - General Clerk II		16.00
01113 - General Clerk III		18.17
01120 - Housing Referral Assistant		23.44
01141 - Messenger Courier		12.98
01191 - Order Clerk I		16.16
01192 - Order Clerk II		17.64
01261 - Personnel Assistant (Employment) I		17.96
01262 - Personnel Assistant (Employment) II		20.09
01263 - Personnel Assistant (Employment) III		22.40
01270 - Production Control Clerk		24.92
01290 - Rental Clerk		17.19
01300 - Scheduler, Maintenance		18.80
01311 - Secretary I		18.80
01312 - Secretary II		21.03

01313 - Secretary III	23.44
01320 - Service Order Dispatcher	17.49
01410 - Supply Technician	26.74
01420 - Survey Worker	17.35
01460 - Switchboard Operator/Receptionist	14.31
01531 - Travel Clerk I	13.79
01532 - Travel Clerk II	14.92
01533 - Travel Clerk III	16.08
01611 - Word Processor I	16.11
01612 - Word Processor II	18.08
01613 - Word Processor III	20.22
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.65
05010 - Automotive Electrician	21.99
05040 - Automotive Glass Installer	21.02
05070 - Automotive Worker	21.02
05110 - Mobile Equipment Servicer	19.02
05130 - Motor Equipment Metal Mechanic	22.95
05160 - Motor Equipment Metal Worker	21.02
05190 - Motor Vehicle Mechanic	22.95
05220 - Motor Vehicle Mechanic Helper	17.94
05250 - Motor Vehicle Upholstery Worker	19.98
05280 - Motor Vehicle Wrecker	21.02
05310 - Painter, Automotive	21.99
05340 - Radiator Repair Specialist	21.02
05370 - Tire Repairer	15.64
05400 - Transmission Repair Specialist	22.95
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.80
07041 - Cook I	13.81
07042 - Cook II	15.24
07070 - Dishwasher	9.87
07130 - Food Service Worker	12.03
07210 - Meat Cutter	20.00
07260 - Waiter/Waitress	12.62
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.51
09040 - Furniture Handler	13.14
09080 - Furniture Refinisher	18.51
09090 - Furniture Refinisher Helper	13.94
09110 - Furniture Repairer, Minor	15.68
09130 - Upholsterer	18.51
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.66
11060 - Elevator Operator	12.83
11090 - Gardener	18.44
11122 - Housekeeping Aide	14.98
11150 - Janitor	14.98
11210 - Laborer, Grounds Maintenance	15.13
11240 - Maid or Houseman	11.80
11260 - Pruner	13.72
11270 - Tractor Operator	17.62
11330 - Trail Maintenance Worker	15.13
11360 - Window Cleaner	16.51
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.41
12012 - Certified Occupational Therapist Assistant	24.53
12015 - Certified Physical Therapist Assistant	22.60
12020 - Dental Assistant	20.01
12025 - Dental Hygienist	41.58

12030 - EKG Technician	30.99
12035 - Electroneurodiagnostic Technologist	30.99
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	20.71
12072 - Licensed Practical Nurse II	23.17
12073 - Licensed Practical Nurse III	25.83
12100 - Medical Assistant	17.01
12130 - Medical Laboratory Technician	19.41
12160 - Medical Record Clerk	15.94
12190 - Medical Record Technician	29.06
12195 - Medical Transcriptionist	19.46
12210 - Nuclear Medicine Technologist	38.68
12221 - Nursing Assistant I	11.45
12222 - Nursing Assistant II	12.87
12223 - Nursing Assistant III	13.65
12224 - Nursing Assistant IV	15.90
12235 - Optical Dispenser	24.81
12236 - Optical Technician	19.18
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	15.90
12305 - Radiologic Technologist	35.30
12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19
12313 - Registered Nurse II, Specialist	40.19
12314 - Registered Nurse III	48.63
12315 - Registered Nurse III, Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	22.68
12320 - Substance Abuse Treatment Counselor	17.19
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.17
13012 - Exhibits Specialist II	27.46
13013 - Exhibits Specialist III	33.59
13041 - Illustrator I	21.90
13042 - Illustrator II	27.12
13043 - Illustrator III	33.18
13047 - Librarian	34.75
13050 - Library Aide/Clerk	15.72
13054 - Library Information Technology Systems Administrator	28.03
13058 - Library Technician	18.69
13061 - Media Specialist I	18.80
13062 - Media Specialist II	19.94
13063 - Media Specialist III	22.24
13071 - Photographer I	17.70
13072 - Photographer II	19.80
13073 - Photographer III	24.53
13074 - Photographer IV	30.00
13075 - Photographer V	36.30
13090 - Technical Order Library Clerk	17.44
13110 - Video Teleconference Technician	19.27
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.71
14042 - Computer Operator II	22.05
14043 - Computer Operator III	24.58
14044 - Computer Operator IV	27.32
14045 - Computer Operator V	30.25
14071 - Computer Programmer I	(see 1) 24.68
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.71
14160 - Personal Computer Support Technician		27.32
14170 - System Support Specialist		39.38
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.72
15020 - Aircrew Training Devices Instructor (Rated)		43.22
15030 - Air Crew Training Devices Instructor (Pilot)		51.80
15050 - Computer Based Training Specialist / Instructor		35.72
15060 - Educational Technologist		35.38
15070 - Flight Instructor (Pilot)		51.80
15080 - Graphic Artist		31.54
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		44.86
15086 - Maintenance Test Pilot, Rotary Wing		44.86
15088 - Non-Maintenance Test/Co-Pilot		44.86
15090 - Technical Instructor		27.42
15095 - Technical Instructor/Course Developer		33.54
15110 - Test Proctor		22.13
15120 - Tutor		22.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.08
16030 - Counter Attendant		11.08
16040 - Dry Cleaner		14.74
16070 - Finisher, Flatwork, Machine		11.08
16090 - Presser, Hand		11.08
16110 - Presser, Machine, Drycleaning		11.08
16130 - Presser, Machine, Shirts		11.08
16160 - Presser, Machine, Wearing Apparel, Laundry		11.08
16190 - Sewing Machine Operator		15.63
16220 - Tailor		16.32
16250 - Washer, Machine		12.34
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.04
19040 - Tool And Die Maker		26.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.64
21030 - Material Coordinator		24.92
21040 - Material Expediter		24.92
21050 - Material Handling Laborer		14.26
21071 - Order Filler		15.51
21080 - Production Line Worker (Food Processing)		17.64
21110 - Shipping Packer		19.19
21130 - Shipping/Receiving Clerk		19.19
21140 - Store Worker I		13.10
21150 - Stock Clerk		17.71
21210 - Tools And Parts Attendant		17.64
21410 - Warehouse Specialist		17.64
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		30.32
23019 - Aircraft Logs and Records Technician		23.50
23021 - Aircraft Mechanic I		28.22
23022 - Aircraft Mechanic II		30.32
23023 - Aircraft Mechanic III		30.61
23040 - Aircraft Mechanic Helper		20.88
23050 - Aircraft, Painter		25.85
23060 - Aircraft Servicer		23.50
23070 - Aircraft Survival Flight Equipment Technician		25.85
23080 - Aircraft Worker		24.72
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		24.72

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	28.22
II		
23110	- Appliance Mechanic	25.85
23120	- Bicycle Repairer	15.64
23125	- Cable Splicer	30.77
23130	- Carpenter, Maintenance	28.56
23140	- Carpet Layer	26.29
23160	- Electrician, Maintenance	32.18
23181	- Electronics Technician Maintenance I	26.39
23182	- Electronics Technician Maintenance II	27.59
23183	- Electronics Technician Maintenance III	28.80
23260	- Fabric Worker	23.50
23290	- Fire Alarm System Mechanic	27.05
23310	- Fire Extinguisher Repairer	22.40
23311	- Fuel Distribution System Mechanic	26.98
23312	- Fuel Distribution System Operator	22.40
23370	- General Maintenance Worker	23.18
23380	- Ground Support Equipment Mechanic	28.22
23381	- Ground Support Equipment Servicer	23.50
23382	- Ground Support Equipment Worker	24.72
23391	- Gunsmith I	22.40
23392	- Gunsmith II	24.72
23393	- Gunsmith III	26.98
23410	- Heating, Ventilation And Air-Conditioning Mechanic	27.13
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.62
23430	- Heavy Equipment Mechanic	27.09
23440	- Heavy Equipment Operator	31.78
23460	- Instrument Mechanic	26.98
23465	- Laboratory/Shelter Mechanic	25.85
23470	- Laborer	15.05
23510	- Locksmith	25.85
23530	- Machinery Maintenance Mechanic	27.55
23550	- Machinist, Maintenance	25.71
23580	- Maintenance Trades Helper	21.55
23591	- Metrology Technician I	26.98
23592	- Metrology Technician II	27.99
23593	- Metrology Technician III	29.15
23640	- Millwright	26.98
23710	- Office Appliance Repairer	24.80
23760	- Painter, Maintenance	24.24
23790	- Pipefitter, Maintenance	28.03
23810	- Plumber, Maintenance	26.86
23820	- Pneudraulic Systems Mechanic	26.98
23850	- Rigger	26.98
23870	- Scale Mechanic	24.72
23890	- Sheet-Metal Worker, Maintenance	25.56
23910	- Small Engine Mechanic	23.18
23931	- Telecommunications Mechanic I	30.57
23932	- Telecommunications Mechanic II	32.67
23950	- Telephone Lineman	31.61
23960	- Welder, Combination, Maintenance	25.30
23965	- Well Driller	26.98
23970	- Woodcraft Worker	26.98
23980	- Woodworker	22.40
24000	- Personal Needs Occupations	
24550	- Case Manager	15.78
24570	- Child Care Attendant	14.11
24580	- Child Care Center Clerk	17.60

24610 - Chore Aide	12.98
24620 - Family Readiness And Support Services Coordinator	15.78
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.98
25040 - Sewage Plant Operator	24.40
25070 - Stationary Engineer	26.98
25190 - Ventilation Equipment Tender	20.88
25210 - Water Treatment Plant Operator	24.40
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.03
27007 - Baggage Inspector	15.85
27008 - Corrections Officer	27.04
27010 - Court Security Officer	28.36
27030 - Detection Dog Handler	18.95
27040 - Detention Officer	27.04
27070 - Firefighter	23.93
27101 - Guard I	15.85
27102 - Guard II	18.95
27131 - Police Officer I	26.92
27132 - Police Officer II	29.74
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.20
28042 - Carnival Equipment Repairer	13.98
28043 - Carnival Worker	10.92
28210 - Gate Attendant/Gate Tender	16.24
28310 - Lifeguard	13.45
28350 - Park Attendant (Aide)	17.74
28510 - Recreation Aide/Health Facility Attendant	13.58
28515 - Recreation Specialist	22.62
28630 - Sports Official	14.47
28690 - Swimming Pool Operator	19.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.54
29020 - Hatch Tender	25.54
29030 - Line Handler	25.54
29041 - Stevedore I	26.29
29042 - Stevedore II	29.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.41
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.69
30021 - Archeological Technician I	21.07
30022 - Archeological Technician II	23.57
30023 - Archeological Technician III	29.20
30030 - Cartographic Technician	29.20
30040 - Civil Engineering Technician	26.54
30051 - Cryogenic Technician I	27.66
30052 - Cryogenic Technician II	30.55
30061 - Drafter/CAD Operator I	21.07
30062 - Drafter/CAD Operator II	23.57
30063 - Drafter/CAD Operator III	26.27
30064 - Drafter/CAD Operator IV	32.34
30081 - Engineering Technician I	17.29
30082 - Engineering Technician II	19.42
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.93
30085 - Engineering Technician V	32.93
30086 - Engineering Technician VI	38.49
30090 - Environmental Technician	28.49



30095 - Evidence Control Specialist	24.97
30210 - Laboratory Technician	23.40
30221 - Latent Fingerprint Technician I	27.66
30222 - Latent Fingerprint Technician II	30.55
30240 - Mathematical Technician	29.20
30361 - Paralegal/Legal Assistant I	20.44
30362 - Paralegal/Legal Assistant II	25.32
30363 - Paralegal/Legal Assistant III	30.97
30364 - Paralegal/Legal Assistant IV	37.46
30375 - Petroleum Supply Specialist	30.55
30390 - Photo-Optics Technician	29.20
30395 - Radiation Control Technician	30.55
30461 - Technical Writer I	29.08
30462 - Technical Writer II	35.57
30463 - Technical Writer III	43.04
30491 - Unexploded Ordnance (UXO) Technician I	25.69
30492 - Unexploded Ordnance (UXO) Technician II	31.08
30493 - Unexploded Ordnance (UXO) Technician III	37.25
30494 - Unexploded (UXO) Safety Escort	25.69
30495 - Unexploded (UXO) Sweep Personnel	25.69
30501 - Weather Forecaster I	32.34
30502 - Weather Forecaster II	39.33
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.27
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 29.20
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.08
31020 - Bus Aide	13.20
31030 - Bus Driver	17.52
31043 - Driver Courier	17.37
31260 - Parking and Lot Attendant	11.76
31290 - Shuttle Bus Driver	18.62
31310 - Taxi Driver	12.95
31361 - Truckdriver, Light	18.62
31362 - Truckdriver, Medium	20.57
31363 - Truckdriver, Heavy	22.55
31364 - Truckdriver, Tractor-Trailer	22.55
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.15
99030 - Cashier	11.25
99050 - Desk Clerk	13.70
99095 - Embalmer	29.03
99130 - Flight Follower	25.69
99251 - Laboratory Animal Caretaker I	14.60
99252 - Laboratory Animal Caretaker II	15.66
99260 - Marketing Analyst	32.04
99310 - Mortician	36.23
99410 - Pest Controller	16.87
99510 - Photofinishing Worker	14.38
99710 - Recycling Laborer	19.74
99711 - Recycling Specialist	23.30
99730 - Refuse Collector	17.90
99810 - Sales Clerk	13.61
99820 - School Crossing Guard	13.77
99830 - Survey Party Chief	24.28
99831 - Surveying Aide	16.06
99832 - Surveying Technician	22.08
99840 - Vending Machine Attendant	17.37
99841 - Vending Machine Repairer	20.55
99842 - Vending Machine Repairer Helper	17.37

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).